



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



June 15, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AGREEMENT WITH LOGICALIS, INC.
FOR SHERIFF'S DEPARTMENT SERVER CONSOLIDATION,
MAINTENANCE AND SERVICES
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE ☒
APPROVED WITH MODIFICATION ()
DISAPPROVE ()**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman of the Board to sign the attached Agreement with Logicalis, Inc. (Logicalis) for Server Consolidation, Implementation and Training Services, and Critical Support Services for the Los Angeles County Sheriff's Department (LASD). Logicalis will provide LASD with hardware and software to consolidate existing servers, implementation services, professional service support and critical support services. The Agreement with a Maximum Contract Sum of \$8,364,313 shall become effective upon your Board's approval and shall continue until the later of Final System Acceptance (defined below) and the expiration of the SuperDome Warranty Period (as defined below), unless terminated earlier in whole or in part, as provided in the Agreement.
2. Delegate authority to the Sheriff or his designee to execute on behalf of the County two (2) optional annual critical systems support extensions, contingent upon CIO and County Counsel's approval, and

A Tradition of Service

upon the availability of funds and notice to Logicalis no later than thirty (30) days prior to the end of the then current period of the Term, to extend the term of this Agreement for up to two additional one (1) year periods, each as an Optional Critical System Support Period in the Agreement.

3. Delegate authority to the Sheriff to fund the hardware and software purchase utilizing the Los Angeles County Capital Asset Leasing (LAC-CAL) fund listed on Appendix 2 to Exhibit C (Price and Schedule of Payments) of the attached Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to establish an Agreement with Logicalis to provide LASD with products and services necessary to consolidate existing servers and storage devices which are located in two of LASD's data centers. Approval of the Agreement will allow the Department to consolidate the servers and storage devices within each data center and to increase functionality and capacity while reducing operational support and maintenance costs. The consolidated servers are Hewlett Packard SuperDomes.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal Number 3: Organizational Effectiveness by enabling LASD to acquire a system as a total solution that will encompass server, storage and multiple backup devices. As a result, LASD will operate with a cost-effective means of providing servers to house the growing number of Department applications.

FISCAL IMPACT AND FINANCING

Funding for LAC-CAL lease payments is included in LASD's proposed 2004-2005 budget for the software and hardware components. The LAC-CAL funding amount is \$4,166,419 of which \$3,563,134 is for hardware and \$603,285 is for software. The sum of \$1,675,672, is allocated in the Department's General Fund for Fiscal Year 2003-2004 of which \$1,137,067 is for consulting and training, \$438,605 is for maintenance services and \$100,000 is for a contingency fund for ancillary hardware parts and professional services. Thereafter, funds will be allocated each fiscal year to cover maintenance services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the Agreement with Logicalis commences on the date the Agreement is authorized by your Board, and will continue until the later of the date the County accepts the migrated applications (referred to in the Agreement as the "Final System Acceptance") and the expiration of the one year SuperDome Warranty (referred to in the Agreement as the "SuperDome Warranty Period"). Thereafter, the County may elect to continue critical support services for up to two additional years.

LASD currently maintains numerous computer servers and storage devices. These devices are in two data centers located a significant distance apart. LASD intends to consolidate the servers and storage devices within each data center. The goal is to increase functionality and capacity, while reducing operational support and maintenance costs. As the County's primary law enforcement agency, the Department is responsible for maintaining mission critical applications even during periods of emergency and/or disaster. The platform redundancy inherent in the proposed server consolidation design will establish reciprocal mutual disaster recovery capability for both sites. The proposed design provides much needed additional data storage capacity.

Presently, LASD spends a significant portion of its information technology budget on hardware maintenance. As time passes, equipment becomes more difficult and expensive to maintain. LASD determined that purchasing a smaller number of newer, more powerful servers, lowers the Total Cost of Ownership (TCO), reduces the database costs for the applications, and provides a department-wide cost effective storage solution. Further, departmental technical staff members are faced with the problem of supporting multiple operating systems. LASD intends to purchase single servers capable of running several operating systems. As with many organizations, LASD is required to store growing amounts of information. Increased storage, designed around a Storage Area Network, will allow the Department to meet that need. Because LASD is the primary law enforcement organization for millions of County residents and manages the largest county jail population in the United States, the need to keep mission critical applications running in an emergency requires LASD to develop each of its data centers as a disaster recovery site. The computer and storage systems to be provided, support the CIO's long-term plan for County IT development, the County's Strategic Goals for Service Excellence, Workforce Excellence, Organizational Effectiveness, and Fiscal Responsibility.

Logicalis is in compliance with all Board, Chief Administrative Office, and County Counsel requirements. County Counsel has reviewed and approved the Agreement as to form.

The Agreement also requires Logicalis to indemnify the County for liability arising out of the provision of its products and services, and to provide appropriate types and limits of commercial insurance coverage. These provisions have been reviewed and approved by County Counsel and the Chief Administrative Office, Risk Management Branch. Logicalis is also required to indemnify for potential intellectual property liability, as are other County information technology providers. The County's experience with Logicalis, coupled with our knowledge of Logicalis' product, and information obtained from other industry providers of computer equipment, lead us to believe that intellectual property liability risk should be nominal in this situation. Logicalis has documented the high cost and restrictive terms of commercial insurance for such infringement coverage. For these reasons, we have agreed that Logicalis should be permitted to self-insure.

Hewlett Packard Corporation (HP) is designated in the Agreement as a pre-approved subcontractor for Logicalis. The SuperDome servers are HP products which are being sold to the County by Logicalis, an authorized reseller. In addition, HP will provide some of the services under the Agreement. HP has agreed to all of the County terms and conditions that are required of subcontractors. HP does not maintain intellectual property liability insurance; however, based on the size of the company, the nature of HP's role in the industry and in this Agreement, and HP's indemnification obligations for intellectual property liability, we believe the absence of intellectual property insurance from HP presents minimal risk.

The Chief Information Officer (CIO) has reviewed the Server Consolidation project, its acquisition, and is working closely with LASD in meeting its automation objectives. In addition, in accordance with your Board's policy, outside counsel Sidley Austin Brown & Wood, LLP, along with County Counsel, assisted in the drafting and negotiation of this proposed Agreement and the agreement with HP.

CONTRACTING PROCESS

LASD posted a bulletin on March 10, 2004, via the L.A. County On-line website noticing potential proposers of LASD's intent to release a Request For Proposals (RFP). LASD received over (45) responses from vendors who expressed interest in receiving the RFP. Via the L.A. County On-Line Website, a second bulletin was posted on April 1, 2004, which included the details of the RFP and web links to the RFP documents. The bulletin and the links were also e-mailed and faxed to all the

The Honorable Board of Supervisors
June 15, 2004
Page 5

vendors who responded to the initial posting. On the closing bid deadline of April 23, 2004, LASD received proposals from two firms, Logicalis and Digital Computing System. LASD also received one "no bid" letter from IBM, which is discussed in the attached analysis of the CIO.

The proposals from the two firms were initially evaluated by LASD's representatives to determine if the proposers met the RFP minimum requirements. Digital Computing System's proposal failed to meet the minimum requirements and as such was deemed to be non-responsive. The proposal from Logicalis met the minimum requirements and was fully evaluated by an Evaluation Committee comprised of five individuals, three from LASD and two from the Internal Services Department. The proposal was evaluated in the following areas: Corporate Experience and Capability; Technical Merits; Proposer's Project Plan and Staffing; and Proposer's Cost.

Based on a consensus decision, the committee determined that Logicalis' score was 8,790 points of the 10,000 points allocated. The Committee recommended Logicalis to be the qualified vendor to perform the work.

IMPACT ON CURRENT SERVICES

Completion of this Agreement will ensure continued and uninterrupted service for our mission critical applications, and will provide hardware and software critical support services. It will provide additional means to address the concerns and direction of the County for improved security, efficiency and effectiveness within LASD.

CONCLUSION

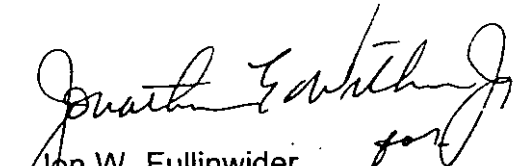
Upon approval by your Board, it is requested that the Executive Officer-Clerk of the Board return an adopted copy of the Board letter and three executed copies of this Agreement to LASD, Contracts Administration Unit.

Respectfully submitted,



LEROY D. BACA
SHERIFF

Received by:


Jon W. Fullinwider
Chief Information Officer
(See attached analysis)

CIO ANALYSIS

THE SHERIFF'S DEPARTMENT'S SERVER CONSOLIDATION PROJECT

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☒ New Contract ☐ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract

New Contract Term: Base Term: 1 Year # of Option Yrs: 2 Years

Contract Components:

☒ Software ☒ Hardware ☐ Telecommunications
☒ Professional Services ☒ Maintenance services ☐ Application Hosting

Project Executive Sponsor: Chief Michael Aranda

Budget Information:

Y-T-D Contract Expenditures	\$0
Requested Contract Amount	\$8,364,313
Aggregate Contract Amount	\$8,364,313

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated? The Sheriff's Department is required to maintain an incident information system, historical records management system and jail management system. The Server Consolidation Project allows the Sheriff's Department to house these applications in a consolidated server environment.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? The Server Consolidation Project will be funded from the Sheriff's Department's General Fund.

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan? The Server Consolidation Project supports the County's Strategic Goal Number 3: Organizational Effectiveness: Strategy 1: Improve Internal Operations: To consolidate twelve servers into four SuperDome servers in the Department's two data centers.

Strategic Alignment, continued:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan? Funding for the Server Consolidation Project is in the Sheriff's Department's FY 2003 2004 budget and is included in the Sheriff's Department's upcoming FY 2004 2005 Business Automation Plan.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with Los Angeles County's I/T Directions Document? The Server Consolidation Project complies with the following goals within the I/T Directions document: Goal 1: Conducting government electronically and Goal 3: Employ enterprise solutions to meet common needs.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards? The Server Consolidation Project utilizes industry standards by utilizing Web based software applications and Oracle databases for its hardware and software components.

Introduction:

The Sheriff's Department (Sheriff) is requesting your Board's approval of an Agreement to consolidate twelve (12) existing servers into four (4) SuperDome servers, including the capability to failover within data centers and from one site to another for business continuity and disaster recovery. The proposed Server Consolidation Agreement procures hardware, software, maintenance and professional services from Logicalis Integration Services (Contractor) at a maximum \$8,364,313. The Agreement provides four (4) new Hewlett Packard SuperDome Servers and network storage which will be used to consolidate and operate 18 applications that are now supported by 12 servers. The new servers will be installed in the Sheriff's two (2) data centers.

The proposed Server Consolidation Agreement is included in the Sheriff's Department's 2004-2005 Business Automation Plan and the Sheriff's Fiscal Year Information Technology Budget. The Sheriff's general fund budget will provide funding for this Agreement.

The total cost for the Server Consolidation Project is itemized as follows:

Total hardware cost	\$3,563,134
Total software cost	\$603,285
Total consulting and training	\$1,137,067
Total maintenance cost	\$438,605
Contingency – Pool Dollars	\$100,000
Maintenance Option Year 1	\$1,230,353
Maintenance Option Year 1	\$1,291,869
Maximum Agreement Sum	\$8,364,313

Project/Contract Description:

The Sheriff is required by California State law to provide Los Angeles County with law enforcement, jail operations, and court services. The computer applications that the Sheriff uses to effectively and efficiently support the performance of these duties are distributed over twelve different servers in two data centers. The Sheriff, encountering increasing computer maintenance costs, increasing database software costs, limited data center personnel, aging servers and increasing computing demands, developed a consolidation strategy to address these demands. The consolidation strategy calls for migrating and consolidating eighteen applications onto the four (4) SuperDome servers

The Server Consolidation Project also provides professional services to assist the Sheriff in installing the new consolidated servers, migrating the eighteen software applications, and maintaining the new consolidated servers.

Project Background:

In the summer of 2003, Oracle Corporation (Oracle) provided the impetus for developing the migration and consolidation strategy. Oracle initiated a change in their database licensing policy, moving from a concurrent user to named user and processor-based model. This action carried a potential additional license cost of \$800,000 to Oracle and increased the Sheriff's annual database software maintenance costs by \$110,000 per year. The Sheriff negotiated with Oracle to delay enforcing the increased annual costs while the Sheriff developed a strategy to consolidate the software applications onto more powerful computer servers. More powerful servers reduce the number of processors needed to run the software applications, which in turn reduces the annual Oracle maintenance costs.

The Sheriff, having standardized on Hewlett Packard's (HP) HP-UX operating system eight years ago, developed a Request For Proposal(s) (RFP) that required the highest rated vendor to provide the ability to scale to 32 server processors per frame, provide two server frames per data center, provide the capability to build 8 physical partitions, provide the ability to run 32 bit and 64 bit applications, provide independent hardware partitions, provide an increase in computing power, provide the ability to expand the number of processors per frame and provide compatibility with to HP-UX. Additional RFP requirements called for additional operating systems for applications, including Microsoft Windows, Linux with a future path to HP's OpenVMS, which operates their Jail Hospital Information System.

The Sheriff further developed an architectural design that distributed the applications between the Sheriff's two data centers and provided a failover capability between the data center sites. Included in the RFP are the requirements for network storage that can be accessed by all applications and a tape library for data storage. Since the consolidated servers run the Sheriff's law enforcement mission critical applications, the RFP requires the vendor to provide critical systems support for a systems uptime of 99.994 percent.

Contracting Process:

Three responses were received from potential Contractors. One of the responses did not pass the RFP's minimum requirements. Another response met the minimum requirements and scored 8,790 points out of a possible 10,000 points. The third response was an "unable to bid" from the IBM Corporation.

A week beyond the response deadline, IBM submitted an "unsolicited bid". The Chief Information Office carefully evaluated IBM's "unsolicited bid" and recommended that the Sheriff continue with its RFP process. The Chief Information Office thanked IBM for their "unsolicited bid" and indicated that the "unsolicited bid" would not be considered.

Project Justification/Benefits:

The Server Consolidation Project will provide the Sheriff with current technology computer servers while saving the Sheriff a projected \$2.5 million in total cost of ownership over the next five years. The project will mitigate the \$800,000 Oracle license cost and the increase of \$110,000 in annual Oracle database software maintenance costs, which is included in the \$2.5 million.

Project Metrics:

The Agreement has a number of performance assurance provisions within the Statement of Work (SOW) to ensure the Contractor's timely completion of deliverables. Each of the SOW's service deliverables is tied to a deliverable milestone date and a service deliverable acceptance test with credits for the Sheriff if the milestone dates are missed. Additionally, a significant portion of each service deliverable payment will be held back until the Contractor's successful completion and delivery of major milestones within the SOW.

Impact If Proposal Is Not Approved:

If the Sheriff continues to operate the 12 individual servers, Oracle will demand an additional license payment of \$800,000 and increase the Sheriff's Oracle annual database software maintenance costs by \$110,000. The Sheriff will continue to purchase new individual servers as older systems are retired and will be delayed in developing and implementing a strategic data center architecture. The Sheriff will continue to purchase individual server systems for the future applications being introduced in the upcoming fiscal year. The Sheriff will also continue to lack a failover capability as part of its business continuity and disaster recovery plan.

Alternatives Considered:

The Sheriff has no alternative as far as the Oracle conversion costs and increased annual maintenance costs are concerned. Oracle worked with the Sheriff to craft a strategy to minimize the Sheriff's conversion and annual maintenance costs. Oracle has delayed the costs as long as the Sheriff is making progress toward moving the eighteen applications onto consolidated servers. The Sheriff must migrate the applications to avoid the additional licensing and increased annual maintenance costs.

Project Risks:

The primary risk for the Server Consolidation Project is the Sheriff's law enforcement mission critical applications will not be available on a 24x7 basis. A secondary risk is the contractor will not complete its assigned tasks and the County will not receive value for its expenditures.

Risk Mitigation Measures:

The Sheriff will continue to run the existing servers while the consolidated servers are being assembled and the operating system installed. The application software will be jointly migrated and tested by the Sheriff and the Contractor prior to the SuperDome servers being placed into production. The Agreement has structured deliverables that must be completed and accepted prior to payments being issued to the Contractor.

Financial Analysis:

The cost of acquisition, implementation, and maintenance of the Server Consolidation Project is \$8,364,313. The Sheriff general fund budget and a Los Angeles County Capital Asset Lease (LAC-CAL) lease will provide the funding for this Agreement. The Sheriff will pay the professional services and maintenance costs of the Agreement from its Services and Supplies account and will execute a LAC-CAL lease to pay for the hardware and software costs of the Agreement.

Detailed costs for the Server Consolidation Project are itemized below:

Total hardware cost	\$3,563,134
Total software cost	\$603,285
Total consulting and training	\$1,137,067
Total maintenance cost	\$438,605
Contingency – Pool Dollars	\$100,000
Maintenance Option Year 1	\$1,230,353
Maintenance Option Year 2	\$1,291,869
Maximum Agreement Sum	\$8,364,313

CIO Recommendations:

My office supports this action and recommends approval by the Board.

CIO APPROVAL

Date Received: 5-28-2004

Prepared by: James Hall

Date: 6-4-2004

Approved: James E. Hall

Date: 06/04/2004

SERVER CONSOLIDATION AGREEMENT
FOR
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

BY AND BETWEEN
COUNTY OF LOS ANGELES

AND
LOGICALIS, INC.

*County of Los Angeles
Sheriff's Department
Logicalis*

Server Consolidation Agreement

LA1 578178

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT

Table of Contents

1.	AGREEMENT AND INTERPRETATION.....	1
1.1	Agreement.....	1
1.2	Interpretation.....	1
1.3	Additional Terms and Conditions.....	3
1.4	Construction.....	3
2.	DEFINITIONS.....	3
3.	TRADE-IN OPTION.....	10
4.	ADMINISTRATION OF AGREEMENT – COUNTY.....	10
4.1	County Project Director.....	10
4.2	County Project Manager.....	11
4.3	Consolidation of Duties.....	11
4.4	County Personnel.....	11
5.	ADMINISTRATION OF AGREEMENT – CONTRACTOR.....	12
5.1	Contractor Project Director.....	12
5.2	Contractor Project Manager.....	12
5.3	Approval of Contractor's Staff.....	12
5.4	Project Status Reports by Contractor.....	13
6.	WORK; APPROVAL AND ACCEPTANCE.....	13
6.1	General.....	13
6.2	Approval: Fixed Price Work.....	14
6.3	Approval: Implementation Support Services.....	14
6.4	Specific Approval and Acceptance.....	15
7.	CHANGE ORDERS AND AMENDMENTS.....	16
7.1	General.....	16
7.2	Change Order.....	17
7.3	Price Quotations.....	18
7.4	Audit of Change Order Work.....	18

8.	TERM	18
9.	PRICES AND FEES.....	19
9.1	General.....	19
9.2	Maximum Contract Sum.....	19
9.3	Implementation Support Services Fees.....	20
9.4	CSS Fees	20
9.5	Pool Dollars	20
9.6	Taxes	21
10.	COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS	21
11.	INVOICES AND PAYMENTS.....	21
11.1	Approval of Invoices.....	21
11.2	Submission of Invoices	21
11.3	Detail.....	22
11.4	Holdbacks	22
11.5	No Out-of-Pocket Expenses.....	23
11.6	No Partial or Progress Payments.....	23
11.7	Invoice Discrepancy Report.....	23
11.8	County's Right to Withhold.....	23
12.	DEFICIENCIES.....	23
12.1	Deficiencies.....	23
12.2	Corrective Measures	23
12.3	Approval	24
13.	WARRANTIES	24
13.1	Warranty on Services.....	24
13.2	Warranty on Services Deliverables.....	24
13.3	Third Party Products and Services.....	24
14.	CRITICAL SYSTEM SUPPORT; POOL DOLLARS WORK.....	25
14.1	Critical System Support Services	25
14.2	Pool Dollars Work	25
15.	OWNERSHIP; LICENSE.....	26

15.1	Ownership.....	26
15.2	License.....	27
16.	THIRD PARTY SOFTWARE AND HARDWARE.....	27
17.	SITE READINESS REQUIREMENTS.....	28
18.	LIQUIDATED DAMAGES.....	28
19.	PRODUCTION USE OF THE SYSTEM.....	29
20.	CONTRACTOR'S OFFICES.....	30
21.	NOTICES.....	30
22.	ARM'S LENGTH NEGOTIATIONS.....	30
23.	SURVIVAL.....	31

EXHIBITS

EXHIBIT A –	ADDITIONAL TERMS AND CONDITIONS
EXHIBIT B –	STATEMENT OF WORK
EXHIBIT C –	PRICE AND SCHEDULE OF PAYMENTS
EXHIBIT D –	NEWLY LICENSED / UPGRADED SYSTEM SOFTWARE
EXHIBIT E –	CURRENTLY LICENSED SYSTEM SOFTWARE
EXHIBIT F –	CRITICAL SYSTEM SUPPORT (PRODUCT COVERAGE LIST)
EXHIBIT G –	EXISTING APPLICATIONS
EXHIBIT H –	THIRD PARTY PRODUCT AND SERVICES WARRANTIES
EXHIBIT I –	TRADE-IN HARDWARE
EXHIBIT J –	SITE READINESS REQUIREMENTS
EXHIBIT K –	HP SUBCONTRACT
EXHIBIT L –	FORM SUBCONTRACT
EXHIBIT M –	INVOICE DISCREPANCY REPORT
EXHIBIT N –	CHANGE ORDER
EXHIBIT O –	CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY & ASSIGNMENT OF RIGHTS
EXHIBIT P –	TASK/DELIVERABLE ACCEPTANCE CERTIFICATE
EXHIBIT Q –	[INTENTIONALLY OMITTED]

THIS AGREEMENT is entered into as of the Effective Date by and between the County of Los Angeles ("County") and Logicalis, Inc., a corporation organized under the laws of New York, located at 1750 S. Telegraph Rd., Bloomfield Hills, Michigan 48302 ("Contractor"), for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, the Department desires to consolidate and upgrade its current network of servers and to create a Department-wide storage area network and, in doing so, increase performance, reliability, and scalability of such network of servers, all as further described in the RFP and the Statement of Work (each as defined below);

WHEREAS, the Department additionally desires that its Currently Licensed System Software (as defined below) be fully interconnected and integrated with, and its Existing Applications (each as defined below) be fully migrated to, such newly acquired network of servers;

WHEREAS, Contractor possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such network of servers, storage area network, and integration and migration services; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000.

NOW THEREFORE, In consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION.

1.1 Agreement. This base document along with Exhibits A through O, the Project Control Document (as and when delivered by Contractor in accordance with the Statement of Work), any schedules attached hereto or thereto, and any Change Order or amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1. Exhibit A – Additional Terms and Conditions

1.2.2. Exhibit C – Price and Schedule of Payments

County of Los Angeles
Sheriff's Department
Logicalis

Server Consolidation Agreement

- 1.2.3. Exhibit B – Statement of Work
- 1.2.4. Exhibit F – Critical System Support (Product Coverage List)
- 1.2.5. Exhibit D – Newly Licensed / Upgraded System Software; Exhibit E – Currently Licensed System Software
- 1.2.6. Exhibit G – Existing Applications
- 1.2.7. Exhibit H – Third Party Product Warranties
- 1.2.8. Exhibit J – Site Readiness Requirements
- 1.2.9. Exhibit K – HP Subcontract
- 1.2.10. Exhibit L – Form Subcontract
- 1.2.11. Exhibit I – Trade-in Hardware
- 1.2.12. Exhibit N – Change Order
- 1.2.13. Exhibit M – Invoice Discrepancy Report
- 1.2.14. Exhibit O – Contractor's Employee Acknowledgement, Confidentiality & Assignment of Rights
- 1.2.15. Exhibit P – Task/Deliverable Acceptance Certificate

The terms and conditions of the ISD Agreement, to the extent referenced in Paragraph 14.1 (Critical System Support), including Exhibits B-1 and B-2 thereto, are incorporated by this reference as if such terms and conditions were attached to this Agreement as an Exhibit hereto. In the event of a conflict or inconsistency, with regard to the provision of Critical System Support Services, such terms and conditions of the ISD Agreement, other than for price, for covered Products and Services and for payment timing and methodology, shall govern and the ISD Agreement shall be inserted into the above order of priority after Exhibit F (Critical Support Services (Product Coverage List)) and before Exhibits D (Newly Licensed / Upgraded System Software) and E (Currently Licensed System Software). Additionally, County's request for proposal, dated as of April 2, 2004 ("RFP"), and Contractor's response, dated April 2, 2004, to County's RFP ("Contractor's Response") are incorporated by this reference as if such documents were attached to this Agreement as an Exhibit hereto. In the event of a conflict or inconsistency, Contractor's Response and County's RFP, in that order, shall be inserted into the above order of priority after Exhibit M (Invoice Discrepancy Report) and before Exhibit O (Contractor's Employee Acknowledgement, Confidentiality & Assignment of Rights).

- 1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.
- 1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.
2. **DEFINITIONS**. The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.
- 2.1. "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement).
- 2.2. "Board" means the Los Angeles County Board of Supervisors.
- 2.3. "Business Day" means Monday through Friday, excluding County observed holidays.
- 2.4. "Change Order" has the meaning set forth in Paragraph 7.2 (Change Order).
- 2.5. "CIO" means County's Chief Information Officer.
- 2.6. "Contractor Key Personnel" has the meaning set forth in Paragraph 5.3.2.
- 2.7. "Contractor Project Director" has the meaning set forth in Paragraph 5.1 (Contractor Project Director).
- 2.8. "Contractor Project Manager" has the meaning set forth in Paragraph 5.1.3 (Contractor Project Manager).
- 2.9. "Contractor Technical Staff" has the meaning set forth in Paragraph 5.3.2.
- 2.10. "Contractor's IPR" has the meaning set forth in Paragraph 15.1.3 (Other Intellectual Property Rights).
- 2.11. "County" has the meaning set forth in the Recitals.
- 2.12. "County Counsel" means County's Office of the County Counsel.

- 2.13. "County Indemnitees" has the meaning set forth in Paragraph 13.1 (Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.14. "County Project Director" has the meaning set forth in Paragraph 4.1 (County Project Director).
- 2.15. "County Project Manager" has the meaning set forth in Paragraph 4.2 (County Project Manager).
- 2.16. "Critical System Support Services" has the meaning set forth in Paragraph 14 (Critical System Support Services).
- 2.17. "CSCP certification" has the meaning set forth in Paragraph 31.3 of Exhibit A (Additional Terms and Conditions).
- 2.18. "CSS Fee" means the amount charged by Contractor on an annual basis for Critical System Support Services, as such amount is set forth on the attached Exhibit C (Price and Schedule of Payments) and as such amount may be adjusted from time to time in accordance with Paragraph 9.4.
- 2.19. "CSSD" has the meaning set forth in Paragraph 31 (Contractor Certification of Principal Owner Information) of Exhibit A (Additional Terms and Conditions).
- 2.20. "Current Licenses" has the meaning set forth in Paragraph 15.2.1 (Currently Licensed System Software).
- 2.21. "Currently Licensed System Software" means each of the computer program operating systems and server utilities listed on Exhibit E (Currently Licensed System Software), each of which computer program operating systems and server utilities is in use by the Department as of the Effective Date and is Work required to be performed by Contractor pursuant to Task 5 of the Statement of Work.
- 2.22. "Customizations" means scripts and other customized code created, conceived or developed by or on behalf of Contractor and provided to County in furtherance of Contractor's obligations pursuant to this Agreement to the extent specified as a Deliverable in the Statement of Work.
- 2.23. "Daily Labor Rate" means, for Contractor's personnel, the fully burdened per diem rates set forth in Exhibit C (Price and Schedule of Payments), each of which such rates includes an allocated average of direct and indirect costs, overhead, administrative expenses attributable to each personnel day worked.
- 2.24. "Deficiency" has the meaning set forth in Paragraph 12 (Deficiencies).
- 2.25. "Deliverable" means a Services Deliverable or Product, to be provided by Contractor to County under this Agreement and identified as a Deliverable in the Statement of Work

or, with regard to Products, identified in Exhibit C (Price and Schedule of Payments) or, with regard to Services Deliverables and Products, any approved Change Order or amendment.

- 2.26. "Department" has the meaning set forth in the introductory paragraph hereto.
- 2.27. "Dispute Resolution Procedure" has the meaning set forth in Paragraph 2 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).
- 2.28. "Disabling Device" has the meaning set forth in Paragraph 12.8 of Exhibit A (Additional Terms and Conditions).
- 2.29. "Documentation" means any and all written materials, including user manuals, quick-reference guides, FAQs, training materials, testing protocols, methodologies, and system designs that support the use and execution of the System Hardware and the System Software or that are required to be provided by Contractor under this Agreement.
- 2.30. "Effective Date" means the date this Agreement is executed by all parties and approved by the Board.
- 2.31. "Existing Applications" means each of the computer program applications listed on Exhibit G (Existing Applications), each of which computer program applications is in use by the Department as of the Effective Date and is required to be migrated to the System Hardware and System Software environment pursuant to Tasks 9, 10, and 13 of the Statement of Work in accordance with the Specifications.
- 2.32. "Final System Acceptance" has the meaning set forth in Paragraph 6.4.2 (Final System Acceptance).
- 2.33. "Final System Acceptance Date" has the meaning set forth in Paragraph 6.4.2 (Final System Acceptance).
- 2.34. "Hourly Labor Rate" means, for Contractor's personnel, the fully burdened hourly rates set forth in Exhibit C (Price and Schedule of Payments), each of which such rates includes an allocated average of direct and indirect costs, overhead, and administrative expenses attributable to each personnel hour worked.
- 2.35. "HP" means Hewlett-Packard Company, a Pre-approved Subcontractor approved in accordance with Paragraph 1 (Subcontracting) of Exhibit A (Additional Terms and Conditions).
- 2.36. "HP Subcontract" means that certain Agreement Regarding Subcontracted Services, dated as of the Effective Date, by and between Contractor and HP, relating to the provision of certain Work by HP and the assumption by HP of certain terms and conditions set forth in this Agreement and in Exhibit A (Additional Terms and

Conditions), in each case, as more fully described therein. The HP Subcontract shall be in substantially the form attached hereto as Exhibit K (Form of HP Subcontract).

- 2.37. "Implementation Support Services" means the time and materials based migration and implementation support Work performed by Contractor pursuant to Tasks 9, 10, and 13 under the Statement of Work.
- 2.38. "Implementation Support Services Fee" has the meaning set forth in Paragraph 9.3 (Implementation Support Services Fees).
- 2.39. "Infringement Claims" has the meaning set forth in Paragraph 14.1 of Exhibit A (Additional Terms and Conditions).
- 2.40. "Initial Application Migration Date" means the date on which the first Existing Application is migrated by or on behalf of Contractor to the System Software and System Hardware environment and put into production use, in each case, as described under Task 13 of the Statement of Work.
- 2.41. "Initial System Acceptance" has the meaning set forth in Paragraph 6.4.1 (Initial System Acceptance).
- 2.42. "Initial System Acceptance Date" has the meaning set forth in Paragraph 6.4.1 (Initial System Acceptance).
- 2.43. "Initial Term" has the meaning set forth in Paragraph 8 (Term).
- 2.44. "Intellectual Property Rights" has the meaning set forth in Paragraph 15.1 (Ownership).
- 2.45. "Invoice Discrepancy Report" or "IDR" has the meaning set forth in Paragraph 11.7 (Invoice Discrepancy Report).
- 2.46. "ISD Agreement" means that certain Agreement, by and between County of Los Angeles and Hewlett-Packard Company for Business Machines Maintenance Services, dated as of November 24, 2003.
- 2.47. "Jury Service Program" has the meaning set forth in Paragraph 33 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).
- 2.48. "Maximum Contract Sum" has the meaning set forth in Paragraph 9 (Prices and Fees).
- 2.49. "New Licenses" has the meaning set forth in Paragraph 15.2.2 (Newly Licensed / Upgraded System Software).
- 2.50. "Notice of Delay" has the meaning set forth in Paragraph 15 (Notice of Delay) of Exhibit A (Additional Terms and Conditions).

- 2.51. "OEM" means original equipment manufacturer.
- 2.52. "Optional CSS Period" has the meaning set forth in Paragraph 8 (Term).
- 2.53. "POI form" has the meaning set forth in Paragraph 30 (Contractor Certification of Principal Owner Information) of Exhibit A (Additional Terms and Conditions).
- 2.54. "Pool Dollars" has the meaning set forth in Paragraph 9.5 (Pool Dollars).
- 2.55. "Pre-approved Subcontractor" has the meaning set forth in Paragraph 1 (Subcontracting) of Exhibit A (Additional Terms and Conditions).
- 2.56. "Products" means System Hardware, System Software, relevant Documentation, accessories, supplies, parts and upgrades that are specified to be provided by Contractor to County pursuant to this Agreement.
- 2.57. "Project Control Document" has the meaning given to the defined term "PCD" in the Statement of Work, including any updates or amendments thereto in accordance with the Statement of Work and Paragraph 7 (Change Orders and Amendments).
- 2.58. "Project Status Reports" has the meaning set forth in Paragraph 5.4 (Project Status Reports by Contractor).
- 2.59. "Replacement Product" has the meaning set forth in Paragraph 42 (Continuous Product Support) of Exhibit A (Additional Terms and Conditions).
- 2.60. "Services" means the Tasks, Subtasks and activities to be performed by or on behalf of Contractor as described in the Statement of Work or any approved Change Order or amendment, including Customizations and Implementation Support Services.
- 2.61. "Sheriff" means the Sheriff of Los Angeles County, from time to time.
- 2.62. "Specified Deficiencies" has the meaning set forth in Paragraph 13 (Warranties).
- 2.63. "Specifications" means (a) with respect to the System Hardware and the System Software, the OEM's specifications set forth in any relevant Documentation, and (b) with respect to the Services and Services Deliverables, the specifications set forth in the Statement of Work.
- 2.64. "Specified Production Environment" has the meaning set forth in Paragraph 17 (Site Readiness Requirements).
- 2.65. "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, as the same may be amended from time to time by any approved Change Order or amendment. As used herein, Statement of Work includes any and all Tasks, Subtasks, or Deliverables from time to time provided by

Contractor, including the Project Control Document, the Specifications, and any Services Deliverables set forth in an approved Change Order or amendment, and includes any and all attachments from time to time to the Statement of Work or to relevant portions of the Project Control Document.

- 2.66. "Subtask" means one or more sub-areas of work to be performed under this Agreement and identified as a numbered Subtask in the Statement of Work or any approved Change Order or amendment.
- 2.67. "SuperDome Warranty Period" means the Warranty Period set forth on Exhibit H (Third Party Product and Services Warranty) with respect to the HP SuperDome 32-way servers (warranty code 5L), which Warranty Period shall commence with respect to the HP SuperDome 32-way servers acquired by County hereunder in accordance with Exhibit H (Third Party Product and Services Warranty).
- 2.68. "System" means the individual Products, Services Deliverables and Services provided by Contractor pursuant to this Agreement, including the System Hardware, the System Software, to the extent such Products are specified in Exhibit C (Price and Schedule of Payments) or in the Statement of Work, and to the extent such Services Deliverables and Services are described in the Statement of Work.
- 2.69. "System Hardware" means any and all hardware Products comprising the servers, storage and storage area networks, and tape libraries, including Third Party Hardware, all as further described on the attached Exhibit C (Price and Schedule of Payments), that are procured by County from Contractor pursuant to this Agreement. System Hardware also includes any and all updates, extensions and components that may be provided from time to time to any of the foregoing by or on behalf of Contractor, including as provided pursuant to Contractor's Critical System Support Services obligations.
- 2.70. "System Software" means the object code version of one or more programs capable of operating on a controller, processor or other hardware Product and related Documentation. Software is either a separate Product, included with another Product, or fixed in a device and not removable in normal operation, as further described on the attached Exhibit C (Price and Schedule of Payments). System Software includes the Currently Licensed System Software (set forth on Exhibit E (Currently Licensed System Software) and the newly licensed and upgraded System Software (each set forth on Exhibit D (Newly Licensed / Upgraded System Software). For clarity, it is understood that Customizations delivered by or on behalf of the contractor are Services Deliverable(s) described in the Statement of Work that are licensed as defined herein by County from Contractor pursuant to this Agreement. System Software also includes any and all updates, extensions, and components that may be provided from time to time to any of the foregoing by or on behalf of Contractor, including as provided pursuant to Contractor's Critical System Support Services obligations.

- 2.71. "Task/Deliverable Acceptance Certificate" means the certificate issued by County upon Contractor's satisfactory completion of each of the applicable Tasks, Subtasks, Deliverables, goods, and services and other Work in accordance with the requirements, Specifications, and timetables set forth in this Agreement, the Statement of Work or any approved Change Order or amendment, a form of which is attached hereto as Exhibit P (Task/Deliverable Acceptance Certificate).
- 2.72. "Tasks" means one or more major areas of work to be performed under this Agreement and identified as a numbered Task in the Statement of Work or any approved Change Order or amendment, including any Subtask, Services Deliverable, Products, Services or other Work required under such Task.
- 2.73. "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.74. "Term" has the meaning set forth in Paragraph 8 (Term).
- 2.75. "Third Party Hardware" has the meaning set forth in Paragraph 16 (Third Party Software and Hardware).
- 2.76. "Third Party Services" means Services provided to County by a third party on behalf Contractor pursuant to a subcontract approved in accordance with Section 1 of Exhibit A (Additional Terms and Conditions).
- 2.77. "Third Party Product and Services Warranty" has the meaning set forth in Paragraph 16 (Third Party Software and Hardware).
- 2.78. "Third Party Software" has the meaning set forth in Paragraph 16 (Third Party Software and Hardware).
- 2.79. "Trade-in Hardware" has the meaning set forth in Paragraph 3 (Trade-in Option).
- 2.80. "Warranty Period" means (a) with respect to each item of Third Party Hardware, Third Party Software, Third Party Services and Third Party Services Deliverables, the warranty period set forth for such Third Party Hardware, Third Party Software, Third Party Service or Third Party Service Deliverable, as the case may be, on Exhibit H (Third Party Product and Services Warranty), and (b) with respect to each Service Deliverable other than a Service Deliverable covered under clause (a) above, ninety (90) days following County's written approval of such Service Deliverable, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate.
- 2.81. "Work" means any and all Tasks, Subtasks, Deliverables, Implementation Support Services, Products and other Services performed by or on behalf of Contractor as set

forth in the Statement of Work, and all the Exhibits, Change Orders, and amendments hereto or thereto.

3. **TRADE-IN OPTION.** At any time and from time to time during the Term, County may, but is not obligated, to request that Contractor provide a written proposal setting forth a trade-in value for each item of County's existing server, storage area network and other hardware set forth on Exhibit I (Trade-in Hardware) (the "Trade-in Hardware"), which proposal shall be valid for not less than sixty (60) days from the date of submission to County of such proposal. County may, in its sole discretion, accept or reject any such proposal with respect to all or part of the Trade-in Hardware. Should County accept Contractor's proposal with respect to all or part of the Trade-in Hardware, County will transfer to Contractor all of County's right, title, and interest in and to such items of Trade-in Hardware, on an "*as-is*" basis, without representation or warranty of any kind, in exchange for Contractor's payment (pursuant to the methods described in this Paragraph 3) of an amount equal Contractor's proposed trade-in value for such items of Trade-in Hardware (such amount being referred to herein as the "Trade-in Price"). At such time and without limiting the disclaimers set forth above, County will execute and deliver such bills of sale or other documents as Contractor reasonably requests to give effect to the aforementioned transfer. County shall deduct any such Trade-in Price from any amounts due by County to Contractor under this Agreement or, in the event that such Trade-in Price exceeds the remaining amounts due by County to Contractor under this Agreement, Contractor shall remit to County in immediately available funds, the amount by which such Trade-in Price exceeds such remaining amounts.

4. **ADMINISTRATION OF AGREEMENT – COUNTY.**

4.1 County Project Director.

- 4.1.1. "County Project Director" for this Agreement shall be the following person:

William C. Bengston, Captain
Data Systems Bureau
12440 E. Imperial Highway
Fourth Floor East
Norwalk, California 90650
Facsimile: (323) 415-3588

- 4.1.2. County will notify Contractor of any change in the name or address of County Project Director.
- 4.1.3. Except as set forth in Paragraph 7 (Change Notices and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

- 4.1.4. County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

4.2 County Project Manager.

- 4.2.1. "County Project Manager" for this Agreement shall individually and collectively be the following person:

David R. Ramirez
Data Systems Bureau
12440 E. Imperial Highway
Fourth Floor East
Norwalk, California 90650
Facsimile: (323) 415-2654

- 4.2.2. County shall notify Contractor of any change in the name or address of County Project Manager.
- 4.2.3. County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time give to such person by County.
- 4.2.4. County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
- 4.2.5. County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

- 4.3 Consolidation of Duties. County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 4.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in Paragraph 4.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Paragraph 4.3.

- 4.4 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

5. ADMINISTRATION OF AGREEMENT – CONTRACTOR.

5.1 Contractor Project Director.

- 5.1.1. “Contractor Project Director” shall be the following person, who shall be a full-time employee of Contractor: Eric Linxweiler, Logicalis, 419 Occidental Ave. South, Suite 404, Seattle, Washington 98126, Phone: (206) 332-0300 x 25, Facsimile: (206) 332-0305.
- 5.1.2. Contractor Project Director shall be responsible for Contractor’s performance of all of the Work and ensuring Contractor’s compliance with this Agreement.
- 5.1.3. From the Effective Date through the expiration of the Term, Contractor Project Director shall be available to meet and confer with County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

5.2 Contractor Project Manager.

- 5.2.1. The “Contractor Project Manager” shall be the following person who shall be a full-time employee of Contractor: Justin Cawood, Logicalis, 6 Venture, Suite 395, Irvine, California 92618, Phone: (949) 453-2444, Facsimile: (949) 625-8127.
- 5.2.2. Contractor Project Manager shall be responsible for Contractor’s day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 5.4 (Project Status Reports by Contractor).
- 5.2.3. From the Effective Date through the expiration of the Term, Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than weekly, with County.

5.3 Approval of Contractor’s Staff.

- 5.3.1. County approves the proposed Contractor Project Director and Contractor Project Manager listed in Paragraphs 5.1.1 and 5.2.1. County Project Director has the right to approve or disapprove any proposed replacement for Contractor Project Director and Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either Contractor Project Director or Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.

- 5.3.2. Contractor shall endeavor to assure continuity during the Term of Contractor personnel performing key functions under this Agreement, including Linda Freeman (collectively, "Contractor Technical Staff," and together with Contractor Project Director and Contractor Project Manager, the "Contractor Key Personnel"). Notwithstanding the foregoing, County Project Director may require removal of any Contractor Technical Staff.
- 5.3.3. In the event Contractor should desire to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.
- 5.3.4. Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.
- 5.3.5. All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the state of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.
- 5.4 Project Status Reports by Contractor. In order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor Project Manager shall provide County Project Director and County Project Manager with minimum weekly written reports ("Project Status Reports") which contain the information set forth in Subtask 1.2 of the Statement of Work, and such other information as County Project Director or County Project Manager may from time to time reasonably request.

6. WORK; APPROVAL AND ACCEPTANCE.

- 6.1 General. Contractor acknowledges that, subject to the remainder of this Paragraph 6 (Work; Approval and Acceptance), all Work performed under this Agreement, including pursuant to an executed Change Order or amendment, is payable on a fixed price basis in accordance with the terms and conditions of this Agreement, including this Paragraph 6 (Work; Approval and Acceptance), Paragraph 9 (Prices and Fees), and Paragraph 11 (Invoices and Payments). Notwithstanding anything herein to the contrary, Contractor must complete all Work required pursuant to this Agreement in order to complete and deliver to County the System. Without limiting the generality of the foregoing, Implementation Support Services shall be provided, and are approved and payable, on a time and materials basis in accordance with the terms and conditions of this Agreement, including Paragraph 6.3 (Approval: Implementation Support Services) and Paragraph 11

(Invoices and Payments). With respect to each Task submitted for approval under this Agreement, including component Subtasks, Deliverables and other Work, County understands that meeting County's obligations hereunder is essential to the Contractor's completion and delivery of the System in accordance with the timeframes and guidelines specified by the Project Control Document. Accordingly, County will endeavor reasonably to provide written approval or disapproval, or to request any missing specified supporting documentation, of such Task (or component Subtask, Deliverable or other Work, as the case may be) within the timeframe(s) set forth in the Project Control Document for County's response to submission of such Task (or component Subtask, Deliverable or other Work, as the case may be).

6.2 Approval: Fixed Price Work. Subject to Paragraph 6.3 (Approval: Implementation Support Services), upon completion of particular Tasks, including for each component Subtasks, Deliverables, and other Work to be provided by Contractor pursuant to this Agreement, including the Statement of Work and any executed Change Order, Contractor shall submit a Task/Deliverable Acceptance Certificate to County Project Director, together with any supporting documentation reasonably requested by County, for County Project Director's written approval. With respect to each Task submitted for approval, including each component Subtask, Deliverable or other Work, County Project Director's written approval will be based upon the acceptance criteria for such Task (or component Subtasks, Services Deliverables, Products or other Work, as the case may be) set forth in the Project Control Document and the Specifications set forth in the Statement of Work or any Exhibits and this Paragraph 6 (Work; Approval and Acceptance). All Work shall be completed in a timely manner and in accordance with the requirements and Specifications set forth in this Agreement, and must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate. In no event shall County be responsible for payment, except as described in the Paragraph 6 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions), respecting a particular Task or Deliverable prior to execution of the Task/Deliverable Acceptance Certificate for such Task or Deliverable.

6.3 Approval: Implementation Support Services. For Implementation Support Services, including pursuant to an executed Change Order or amendment, which is the only Work that is permissible time and materials based Work under this Agreement, upon full completion of the particular Task, in respect of the applicable Implementation Support Services, including for each component Subtasks, Deliverables, and other Work, Contractor shall submit a Task/Deliverable Acceptance Certificate to County Project Director, together with any supporting documentation reasonably requested by County Project Director, for County Project Director's written approval. With respect to each particular Task submitted for approval, including each component Subtask, Deliverable or other Work, County Project Director's written approval will be based upon the acceptance criteria for such Task (or component Subtasks, Deliverables or other Work, as the case may be) set forth in the Project Control Document and the Specifications set forth in the Statement of Work and this Paragraph 6 (Work; Approval and Acceptance).

For the avoidance of doubt, Implementation Support Services only shall be submitted for County Project Director's written approval and, consequently, only shall be invoiced in accordance with Paragraph 11.2 (Submission of Invoices), and shall not be submitted or invoiced on a monthly or recurring basis. All Implementation Support Services shall be completed in a timely manner and in accordance with the requirements and Specifications set forth in this Agreement, and must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate. Except as described in Paragraph 6 (Termination for Convenience) or Paragraph 5.2 (Deemed Termination for Convenience) of Exhibit A (Additional Terms and Conditions), in no event shall County be responsible for payment respecting Implementation Support Services prior to execution of the Task/Deliverable Acceptance Certificate for such Implementation Support Services.

6.4 Specific Approval and Acceptance.

6.4.1. Initial System Acceptance. Contractor shall achieve Initial System Acceptance on or before the date set forth in the then current Project Control Document for such achievement. Contractor shall achieve "Initial System Acceptance" upon successful completion of all the following: (a) its completion and delivery of all Work and successful satisfaction of the acceptance test procedures specified for the Initial System Acceptance Task 13 in the Statement of Work as evidenced by delivery of copies of executed Task/Deliverable Acceptance Certificates for Initial System Acceptance which demonstrates that acceptance test procedures for same have verified by Contractor and accepted by County; (b) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on all applicable prior Task/Deliverable Acceptance Certificates, of all such Work; (c) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on the applicable Task/Deliverable Acceptance Certificate, of Contractor's achievement of Initial System Acceptance (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "Initial System Acceptance Date").

6.4.2. Final System Acceptance. Contractor shall achieve Final System Acceptance on or before the date set forth in the then current Project Control Document for such achievement. Contractor shall achieve "Final System Acceptance" upon successful completion of all the following: (a) its completion and delivery of all Work and successful satisfaction of the acceptance test procedures specified for the Final System Acceptance as described in Task 15 of the Statement of Work as evidenced by delivery of the executed Task/Deliverable Acceptance Certificate for Final System Acceptance which demonstrates acceptance test procedures for same have been verified by Contractor and accepted by County; (b) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on all applicable prior Task/Deliverable Acceptance Certificates, of all such Work; and (c) County

Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on the applicable Task/Deliverable Acceptance Certificate, of Contractor's achievement of Final System Acceptance (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "Final System Acceptance Date").

7. **CHANGE ORDERS AND AMENDMENTS.** No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 7 (Change Orders and Amendments).

7.1 General. County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. All Changes or amendments hereunder are subject to mutual agreement of the parties and any such revision shall be accomplished in the following manner:

7.1.1. For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both County Project Director and Contractor Project Director, with written concurrence of the CIO and County Counsel. To the extent that extensions of time for Contractor performance do not impact either the scope of Work, cost or payment schedules or amounts under this Agreement, County Project Director, in County Project Director's discretion, may grant Contractor extensions of time in writing for the Work listed in the Statement of Work or otherwise in this Agreement provided that such extensions shall not cause Contractor to fail to achieve Initial System Acceptance or Final System Acceptance by the dates required therefor, or extend the Term of this Agreement.

7.1.2. Without limiting Paragraph 7.1.3, for any change initiated by County, provided that such change is to be effected through the use of, and will not exceed, the available Pool Dollars, a Change Order shall be mutually agreed upon and executed by Contractor Project Director and the County Project Director, with written concurrence of the CIO and County Counsel.

7.1.3. Subject to Paragraph 7.1.4, for any change that materially affects any term or condition in the body of this Agreement or Exhibit A (Additional Terms and Conditions), then a negotiated amendment to this Agreement shall be executed by the Board and Contractor.

7.1.4. Notwithstanding any other provision of this Paragraph 7 (Change Orders and Amendments) or Paragraph 6 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions), County Project Director, with written concurrence of the CIO and County Counsel, shall take all appropriate action to carry out any orders of the Board relating to this Agreement, and, for this purpose,

County Project Director, with written concurrence of the CIO and County Counsel, is authorized to: (a) issue written notices of partial or total termination of this Agreement pursuant to Paragraph 6 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions) without further action by the Board, and (b) prepare and sign amendments to this Agreement which reduce the Statement of Work and the Maximum Contract Sum without further action by the Board.

- (i) Such notices of partial or total termination shall be authorized under the following conditions:
 - (A) Notices shall be in compliance with all applicable federal, state and County laws, rules, regulations, ordinances, guidelines, and directives.
 - (B) The Department shall obtain approval of the CIO and County Counsel for any notice.
 - (C) The Department shall file a copy of all notices with the Executive Office of the Board within fifteen (15) days after execution of each notice.
- (ii) Such amendments shall be authorized under the following conditions:
 - (A) Notices shall be in compliance with all applicable federal, state and County laws, rules, regulations, ordinances, guidelines, and directives.
 - (B) The Board has appropriated sufficient funds for purposes of such amendments.
 - (C) The Department shall obtain approval of the CIO and County Counsel for any such amendment.
 - (D) The Department shall file a copy of all such amendments with the Executive Office of the Board within fifteen (15) days after execution of each amendment.

7.2 Change Order. Any "Change Order" proposed or executed by mutual agreement of the parties shall be substantially in the form attached hereto as Exhibit N (Change Order) and shall include:

- 7.2.1. a functional description of the Work to be performed under the Change Order and a statement, signed by Contractor Project Director, which statement explains and certifies that such Work is outside the scope of Work required of Contractor under this Agreement in order for Contractor to deliver the System;

- 7.2.2. if for fixed price based Work, a quotation of a price for completion and delivery of the requested Work, including a proposed Task and Deliverable completion and payment schedule and Contractor staff and estimated personnel hours recommended for completion of such Work;
- 7.2.3. if for additional Implementation Support Services, a quotation of a "not to exceed" price for completion and delivery of the requested Work, including a proposed Task and Deliverable completion and payment schedule and Contractor staff and estimated personnel hours recommended for completion of such Work;
- 7.2.4. if the Change Order is under Paragraph 7.1.2(a), the amount of Pool Dollars to be utilized by such Change Order and the amount of Pool Dollars available under the Agreement, both before and after giving effect to such Change Order;
- 7.2.5. a recitation of the Task, Subtasks, and Deliverables to which such Change Order relates;
- 7.2.6. a description of and Contractor's cost of any hardware, software, or other materials required to complete the requested Work;
- 7.2.7. an accounting of the cost savings to be realized by County from the nonperformance of any Work that is to be supplanted by the Work to be performed under the Change Order;
- 7.2.8. final delivery date for completed Work; and
- 7.2.9. if applicable, a revised Task and Deliverable completion schedule under the Statement of Work for the remaining Work (*i.e.*, other than the Work requested under the Change Order).
- 7.3 Price Quotations. Contractor's quotations under the proposed Change Order, whether for fixed price Work or for Implementation Support Services shall be valid for sixty (60) days from the date of submission to County.
- 7.4 Audit of Change Order Work. County is entitled to audit, in accordance with Paragraph 42 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Paragraph 7 (Change Orders and Amendments) in respect of Work performed pursuant to a Change Order.
- 8. **TERM.** The term of this Agreement shall commence upon the Effective Date and shall continue until the later of (a) the expiration of the SuperDome Warranty Period and (b) Contractor's achievement of Final System Acceptance, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The Sheriff has the option, at the Sheriff's election and upon notice to Contractor, with written concurrence of CIO and County Counsel, no later than thirty (30) days prior to the end of the SuperDome Warranty Period, to extend Critical System Support Services for up to two additional one (1) year periods based upon Contractor's

proposed option price (each an "Optional CSS Period"). As used herein, the "Term" shall mean the Initial Term and, if extended, each Optional CSS Period, as the case may be. Contractor shall notify County Project Manager and County Project Director when the Initial Term or each Optional CSS Period, as the case may be, is within three (3) months from expiration.

9. PRICES AND FEES.

- 9.1 General. Attached to this Agreement as Exhibit C (Price and Schedule of Payments) is a schedule of all fees applicable to this Agreement. Exhibit C (Price and Schedule of Payments) includes (a) a payment schedule for completion of Work beginning on the Effective Date and continuing up to and including the Final System Acceptance Date, and (b) the aggregate Annual CSS Fees beginning on the commencement of, and continuing until the expiration of, the SuperDome Warranty Period, all of which are payable by County pursuant to the terms and conditions of this Agreement, including Paragraph 6 (Work; Approval and Acceptance), this Paragraph 9 (Prices and Fees), and Paragraph 11 (Invoices and Payments).
- 9.2 Maximum Contract Sum. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for supplying the System, including the System Hardware and the System Software, and all other Work under this Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed \$8,364,312.76 and shall be allocated as set forth in Exhibit C (Price and Schedule of Payments), which allocation shall include an itemization of the amount to be paid for, without duplication: (a) System Hardware purchase price and installation services; (b) System Software license fees and implementation services; (c) Currently Licensed System Software configuration and integration; (d) Existing Application migration; (e) Implementation Support Services; (f) Pool Dollars; (g) maximum Critical System Support Services (through the expiration of the Term (including the two Optional CSS Periods); and (h) applicable Taxes, if any. Exhibit C (Price and Schedule of Payments) further shall specify the Daily Labor Rates and Hourly Labor Rates that are applicable for the Term (i) with respect to each Implementation Support Services Task, where Contractor actually provides less hours or days (as the case may be) with respect to such Task than the number of hours or days (as the case may be) budgeted for such Task in the Statement of Work or any approved Change Order or Amendment, and (ii) with respect to Work for which Pool Dollars will be utilized. Contractor shall perform and complete all Work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement but in any event, not in excess of the Maximum Contract Sum. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price, including for Implementation Support Services, that is an agreed upon assessment of the amount to be paid by County to Contractor in exchange for Contractor delivering to County, and County accepting, within the required delivery schedule the System.

- 9.3 Implementation Support Services Fees. Exhibit C (Price and Schedule of Payments) includes a schedule of the not-to-exceed amount to be paid in respect of each Implementation Support Services Task, calculated at the Daily Labor Rate or Hourly Labor Rate, as applicable, that is set forth on Exhibit C (Price and Schedule of Payments) with respect to Implementation Support Services (the "Implementation Support Services Fee"). Contractor and County acknowledge and agree that the Daily Labor Rates and Hourly Labor Rates set forth on Exhibit C (Price and Schedule of Payments) with respect to Implementation Support Services are agreed upon and effective for the Term. The Implementation Support Services Fee set forth on Exhibit C (Price and Schedule of Payments) in respect of a particular Task, Subtask, or Deliverable of any type of Implementation Support Services may be increased or decreased only in accordance with Paragraph 7 (Change Orders and Amendments). Contractor acknowledges and agrees that, in respect of a particular Task, Subtask, or Deliverable of any type of Implementation Support Services, Contractor shall only be entitled to receive the portion of such fee attributable to the Work actually provided by Contractor in completion of such Task, Subtask, or Deliverable and for which Contractor provides supporting documentation to the level required pursuant to Paragraph 11 (Invoices and Payments).
- 9.4 CSS Fees. Exhibit C (Price and Schedule of Payments) includes Contractor's price quotation, on an annual basis and in the aggregate, for the provision of Critical System Support Services during the SuperDome Warranty Period and during each Optional CSS Period. The CSS Fees cover Critical System Support Services during the SuperDome Warranty Period and during each Optional CSS Period, as the case may be. In respect of its provision of Critical System Support Services during an Optional CSS Period, Contractor further acknowledges and agrees as follows: (a) County shall only be liable for CSS Fees for such Optional CSS Period if, and only if, the Sheriff elects to extend the Term for such Optional CSS Period as described in Paragraph 8 (Term); and (b) the price quotation for each Optional CSS Period is agreed upon and is effective through the expiration of such Optional CSS Period, except that such quotations may be decreased in accordance with this Paragraph 9.4 (CSS Fees). Contractor further agrees that, if at the time of County's election to acquire Critical System Support Services for an Optional CSS Period Contractor's prevailing rates for the provision of critical support services are less than Contractor's price quotation for such Optional CSS Period, then the CSS Fees for such Optional CSS Period shall be reduced to Contractor's prevailing rates and provided in accordance with Contractor's standard commercial terms for such service.
- 9.5 Pool Dollars. Exhibit C (Price and Schedule of Payments) includes the aggregate pool dollars available for Change Orders entered into pursuant to, and in accordance with, Paragraph 7.1.2 (collectively, "Pool Dollars"). The aggregate amount of Pool Dollars available under this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000). Contractor acknowledges that, as of the Effective Date, County has not initiated, and the parties have not executed, any Change Order pursuant to Paragraph 7.1.2.

9.6 Taxes. The amounts set forth on Exhibit C (Price and Schedule of Payments) include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local Taxes on all System Hardware, System Software, and other Work procured by County from Contractor. County shall not be liable or responsible for reimbursement of any Taxes associated with such procurement except as set forth on Exhibit C (Price and Schedule of Payments). Contractor will be solely liable and responsible for, and shall pay such Tax directly to, the state or other taxing authority. In addition, Contractor shall be solely responsible for all Taxes based on Contractor's income or gross revenue, or personal property Taxes levied or assessed on Contractor's personal property to which County does not hold title, and, accordingly, shall not invoice County for any such Taxes.

10. **COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS.** Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions).- County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

11. **INVOICES AND PAYMENTS.**

11.1 Approval of Invoices. All invoices submitted by Contractor for payment must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

11.2 Submission of Invoices. Contractor shall invoice County upon completion of Tasks, Subtasks, Deliverables, Products and Services and other Work which are specified, without duplication, in this Agreement, Exhibit B (Statement of Work), Exhibit C (Price and Schedule of Payments), or any Change Orders, as applicable, and which have been approved in writing by County Project Director pursuant to Paragraph 6 (Work; Approval and Acceptance). With regard to Critical System Support Services, Contractor shall invoice County the CSS Fees on an annual basis in advance for Critical System Support Services during the SuperDome Warranty Period. In the event that the Sheriff elects to exercise its option to extend the Term for an Optional CSS Period pursuant to Paragraph 8 (Term), with regard to Critical System Support Services, Contractor shall invoice County the CSS Fees on an annual basis in advance for each Optional CSS Period. All invoices and supporting documents under this Agreement shall be submitted in duplicate to the following addresses:

David R. Ramirez
Data Systems Bureau
12440 E. Imperial Highway
Fourth Floor East
Norwalk, California 90650
Facsimile: (323) 415-2654

11.3 Detail. Each invoice submitted by Contractor shall include:

- 11.3.1. The Tasks, Subtasks, Deliverables, Products, Services, or other Work as described in Exhibit B (Statement of Work) and Exhibit C (Price and Schedule of Payments) for which payment is claimed, including a copy of the fully executed Task/Deliverable Acceptance Certificate evidencing County Project Director's approval of such Work, and the amount of payment therefor.
 - 11.3.2. If the invoice is for Implementation Support Services, in addition to the Task/Deliverable Acceptance Certificate, a statement of all fees accrued, allocated by Contractor staff level and calculated using the Daily Labor Rates or Hourly Labor Rates applicable to Implementation Support Services, Contractor's costs for materials purchased (on an item-by-item basis), and any additional supporting documentation reasonably requested by County.
 - 11.3.3. If the invoice is for Work pursuant to a Change Order for which Pool Dollars will be utilized, a copy of the applicable Change Order, executed by the applicable representative of County and Contractor (see Paragraph 7 (Change Orders and Amendments)), a copy of the fully executed Task/Deliverable Acceptance Certificate evidencing County Project Director's approval of such Work, and any additional supporting documentation reasonably requested by County. The invoice further shall include the cumulative amount of Pool Dollars charged to County to date and the remaining Pool Dollars available for use in connection with this Agreement generally.
 - 11.3.4. If the invoice is for Critical System Support Services, a statement by Contractor that a Task/Deliverable Acceptance Certificate is not applicable for this reason.
 - 11.3.5. Indication of any applicable withholds or credits due to County under the terms of this Agreement or reversals thereof, including reductions for the Trade-in Price under Paragraph 3 (Trade-in Option), or liquidated damages assessed in accordance with Paragraph 18 (Liquidated Damages).
- 11.4 Holdbacks. Contractor's invoice for all Work payable at the payment point(s) and amounts identified on Exhibit C (Price and Schedule of Payments) as Deliverables

incorporates a holdback by County within the agreed to milestone payments for the Services and Services Deliverables.

- 11.5 No Out-of-Pocket Expenses. Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices, including invoices for Implementation Support Services, shall not include out-of-pocket expenses.
- 11.6 No Partial or Progress Payments. Contractor shall be entitled to payment in respect of a Task or Deliverable, or other Work, only upon successful completion by Contractor and approval by County of such Task or Deliverable, or other Work. Except with regard to Critical System Support Services or as required under Paragraph 6.2 (Rights After Termination for Convenience) of Exhibit A (Additional Terms and Conditions), no partial or progress payments towards anticipated or substantial completion of Tasks or Deliverables, or other Work, will be made under this Agreement.
- 11.7 Invoice Discrepancy Report. County Project Director or County Project Director's designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report" (or "IDR"), a form of which is attached hereto as Exhibit M (Invoice Discrepancy Report), to Contractor within ten (10) days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within ten (10) days of receipt of the IDR from County Project Director. If County Project Director does not receive a written response within ten (10) days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.
- 11.8 County's Right to Withhold. In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work not previously approved and accepted in accordance with Paragraph 6 (Work; Approval and Acceptance) while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

12. DEFICIENCIES.

- 12.1 Deficiencies. As used herein, the term "Deficiency" shall mean the Product, Deliverable or Service does not conform to its Specifications.
- 12.2 Corrective Measures. Without limiting Contractor's obligations under Paragraph 13 (Warranties) or Paragraph 14.1 (Critical Support Services), and without limiting County's other rights and remedies at law or in equity, from the Effective Date until the expiration of the applicable Warranty Period, Contractor shall have the following obligations with respect to Deficiencies. County Project Director shall notify Contractor Project Director of any Deficiency in writing, or if not practicable, orally (and provided such oral notification is reduced to writing within ten (10) days) to either Contractor Project Director or Contractor Project Manager. Upon the earlier of (a) notice (orally or in

writing) from County, or (b) Contractor's discovery of such Deficiency, Contractor shall promptly commence corrective measures to remedy any Deficiency, and shall remedy such Deficiency, in accordance with the level of service described as appropriate either in Paragraph 14.1 (Critical System Support) and the applicable terms, conditions and exhibits referenced therein or as described in the applicable section of Paragraph 13 (Warranties) (including timelines for response and restoration).

12.3 Approval. No Deficiency shall be deemed remedied until approved in writing by County Project Director in accordance with the procedures set forth in the Statement of Work.

13. **WARRANTIES.** Contractor represents, warrants, and covenants to County that throughout their applicable Warranty Periods, the components of the System, as represented by their applicable individual warranties, including the System Hardware, the System Software, the Services, and the Deliverables, are warranted as follows:

13.1 Warranty on Services. Contractor warrants that the Services will be performed in a workmanlike manner in accordance with standards generally accepted in the industry. Contractor will re-perform, at no charge, any Service which fails to conform materially to this warranty. The remedies set forth in this Paragraph 13.1 (Warranty on Services) will be County's sole and exclusive remedy for a breach of the foregoing warranty on Services, other than remedies available to County under this Agreement, at law or in equity in respect of a termination for default, including excess costs, if applicable.

13.2 Warranty on Services Deliverables. Contractor warrants that each Services Deliverable provided under the Statement of Work, including the Service Deliverables associated with Final System Acceptance, will substantially conform to the relevant acceptance criteria set forth in the Statement of Work for such Service Deliverable for the applicable Warranty Period. Provided that County provides written notice to Contractor within ninety (90) days after acceptance of such Service Deliverable of any non-conformance with this warranty, Contractor will attempt to correct any non-conformance within a reasonable time. County will provide Contractor with reasonably sufficient information to permit Contractor to confirm such non-conformance, and will provide such assistance and cooperation as is reasonably requested by Contractor to permit Contractor to attempt to correct such non-conformance at Contractor's expense. If Contractor is unable to comply with the foregoing obligations, Contractor will refund the portion of the price stated in Exhibit C (Price and Schedule of Payments) with respect to such Service Deliverable upon prompt return to Contractor of the affected Service Deliverable. The remedies set forth in this Paragraph 13.2 (Warranty on Services Deliverables) will be County's sole and exclusive remedy for a breach of the foregoing warranty on Services Deliverables, other than remedies available to County under this Agreement, at law or in equity in respect of a termination for default, including excess costs, if applicable.

13.3 Third Party Products and Services. Each item of Third Party Hardware and Software and each Third Party Service and Service Deliverable shall be warranted for the Warranty Period identified on Exhibit H (Third Party Product and Services Warranty) with respect

to such item of Third Party Hardware or Software, or Third Party Service or Service Deliverable, as the case may be, in accordance with the Third Party Product and Services Warranty identified on Exhibit H (Third Party Product and Services Warranty) with respect to such item of Third Party Hardware or Software, or Third Party Service or Service Deliverable, as the case may be.

14. CRITICAL SYSTEM SUPPORT; POOL DOLLARS WORK.

14.1 Critical System Support Services. County is not required, but desires, to acquire critical system support services from Contractor, as described in this Paragraph 14.1 (Critical System Support Services). County's acquisition of such services from Contractor as described in this Paragraph 14.1 (Critical System Support) shall not limit Contractor's obligations under Paragraphs 12 (Deficiencies) and 13 (Warranties).

14.1.1. In exchange for County's payment of the CSS Fees in accordance with this Agreement, during the Term, Contractor shall provide (or shall cause HP to provide pursuant to the HP Subcontract) to County, critical system support services for each item of System Hardware and System Software set forth on Exhibit F (Product Coverage List), which critical services shall be provided in accordance with the terms and conditions set forth in the ISD Agreement, including Exhibits B-1 and B-2 thereto, such terms being incorporated into this Agreement by this reference thereto (the "Critical System Support Services").

14.1.2. Critical System Support Services shall begin on the commencement of, and shall continue through the expiration of, the SuperDome Warranty Period.

14.1.3. In the event that that County elects to extend the Term for an Optional CSS Period, then in exchange for County's payment of the CSS Fees in accordance with this Agreement, Contractor shall provide (or shall cause HP to provide pursuant to the HP Subcontract) to County, Critical System Support Services for the System during each such Optional CSS Period.

14.2 Pool Dollars Work.

14.2.1. Subject to Paragraph 7 (Change Orders and Amendments), at any time and from time to time during the Term, County Project Director may make a written request that Contractor provide, and Contractor shall provide, additional goods, Customizations or services outside of the scope Work set forth in this Agreement, including additional training, implementation or migration services beyond those required pursuant to the Statement of Work and additional incidental hardware to supplement the System Hardware. Such additional goods and services utilize available Pool Dollars, and in no event shall County be obligated to pay in excess of the Pool Dollars, nor shall Contractor be required to provide any such additional goods and services for which there are not sufficient Pool Dollars to pay.

14.2.2. Additional goods and services requested by County pursuant to this Paragraph 14.2 (Pool Dollars Work) shall be treated by the parties as a change requiring the execution of a Change Order pursuant to Paragraph 7 (Change Orders and Amendments).

14.2.3. Upon County's request for additional goods and services requested pursuant to this Paragraph 14.2 (Pool Dollars Work), Contractor shall provide County, within seven (7) days of receipt of such request, a proposed Change Order containing all information requested under Paragraph 7.2 (Change Order). Approval of the Change Order and of the Work to be performed thereunder shall be in accordance with Paragraph 7 (Change Orders and Amendments).

15. OWNERSHIP; LICENSE.

15.1 Ownership. Neither party shall gain by virtue of this Agreement, any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights (collectively, "Intellectual Property Rights") owned by the other. Without limiting the generality of the foregoing:

15.1.1. System Software. The System Software provided to County pursuant to this Agreement, including Third Party Software and all Intellectual Property Rights contained therein, shall remain the property of Contractor or the applicable Third Party Software licensor, as the case may be, and all such software is subject to the license rights granted to County as described in Paragraph 15.2 (License).

15.1.2. Services Deliverables and Copyright Rights. County owns copyright rights in all Services Deliverables created hereunder, subject to the license rights granted to Contractor as described in Paragraph 15.2 (License). Contractor agrees to assist County in securing and maintaining for County's benefit such copyright rights.

15.1.3. Other Intellectual Property Rights. Except for the copyright rights in Services Deliverables, Contractor shall retain all other Intellectual Property Rights, title and interest in any ideas, concepts, know-how, documentation or techniques (hereinafter "Contractor's IPR") in all Services Deliverables created hereunder, subject to the license rights granted to County as described in Paragraph 15.2 (License).

15.1.4. System Hardware. Subject only to Contractor's rights and the rights of any Third Party Software licensors in the Intellectual Property Rights that are contained within the System Hardware, if any (e.g., to the extent that the System Hardware contains any embedded firmware comprised of System Software), upon acceptance by County of such System Hardware pursuant to Section 6 (Work; Approval and Acceptance) and County's payment therefor under Paragraph 11 (Invoices and Payments), title to such System Hardware shall pass to County, and County owns all right, title and interest in such System Hardware.

15.2 License. Without limiting the rights of ownership set forth in Paragraph 15.1 (Ownership), the following Paragraph sets forth the license rights of the parties hereto:

15.2.1. Currently Licensed System Software. With respect to the System Software listed on Exhibit E (Currently Licensed System Software), County has existing software licensing rights ("Current Licenses") and such Current Licenses will continue in full force and effect in accordance with their respective terms and conditions from and after the Effective Date.

15.2.2. Newly Licensed / Upgraded System Software. With respect to the System Software listed on Exhibit D (Newly Licensed / Upgraded System Software), effective as of the Effective Date, Contractor licenses to County the software licensing rights ("New Licenses") set forth on Exhibit D (Newly Licensed / Upgraded System Software) and such New Licenses will continue in full force and effect in accordance with their respective terms and conditions set forth on Exhibit D (Newly Licensed / Upgraded Software) from and after the Effective Date.

15.2.3. Services Deliverables Copyright Rights. With respect to the copyright rights embodied in any Services Deliverables, effective as of the Effective Date, County grants to Contractor a perpetual, fully-paid, nontransferable, and nonexclusive license to use, execute, modify, copy, display, and create derivative works from the Intellectual Property Rights embodied in any Services Deliverables, and to allow access by third parties acting on Contractor's behalf.

15.2.4. Contractor's IPR. With respect to Contractor's IPR, effective as of the Effective Date, Contractor grants to County a perpetual, fully-paid, nontransferable, and nonexclusive right and license under Contractor's IPR embodied in the Services Deliverables to the extent necessary or appropriate for County to enjoy and exercise fully the rights granted to it under this Agreement with respect to the Services Deliverables, and to allow access by third parties acting on County's behalf.

16. THIRD PARTY SOFTWARE AND HARDWARE.

16.1 Contractor hereby represents and warrants that Contractor has not modified, shall not modify, and does not have any need to modify the (a) third party hardware included in the System Hardware (the "Third Party Hardware") and (b) third party software included in the System Software (the "Third Party Software"), in each case, in order for the System Hardware and System Software to perform in accordance with their Specifications. Contractor represents and warrants that all Third Party Hardware and Third Party Software is provided to County in the same unmodified form as received by Contractor from the applicable third party.

- 16.2 Exhibit H (Third Party Product and Services Warranties) sets forth, on an item by item basis, each warranty or indemnity offered by any manufacturer of any Third Party Hardware or Third Party Software or any other product or services provided hereunder, and the Warranty Period for such warranty or indemnity (the "Third Party Product and Services Warranties"). Contractor has set forth all Third Party Product and Services Warranties in Exhibit H (Third Party Product and Services Warranties). Contractor assigns to County to the fullest extent permitted by law or by Agreement and shall otherwise ensure that the benefits of any and all Third Party Product and Services Warranties shall fully extend to and be enjoyed by County. Contractor agrees that during the applicable Warranty Period, Contractor shall coordinate and remain the primary point of contact with such third party manufacturers to achieve a resolution to any exercise of rights by County with respect to such Third Party Product and Services Warranties.
17. **SITE READINESS REQUIREMENTS.** Attached hereto as Exhibit J (Site Readiness Requirements) are matrices that set forth the site readiness requirements for the production environment (e.g., the power systems and connectivity requirements) with which the System Hardware and the System Software will be compatible, and are required for County to provide the required system environment for the System Hardware and the System Software to perform in accordance with their Specifications (the "Specified Production Environment"). Contractor may request to inspect County's installation of the Specified Production Environment, provided that any such inspection, or lack thereof, shall not relieve Contractor of its obligations with respect to Paragraph 13 (Warranties) or Paragraph 14.1 (Critical System Support).
18. **LIQUIDATED DAMAGES.**
- 18.1 All time limits and required acts to be done by both parties are the essence of this Agreement. If Contractor fails to successfully achieve Initial System Acceptance or Final System Acceptance, in each case, by the dates set forth for such achievement in the then current Project Control Document, then it is mutually understood and agreed that the nature of the resultant damages arising from such delay will be extremely difficult and impractical to fix. County and Contractor have endeavored to fix the amount of said damages in advance; such that the amounts set forth below are the nearest and most exact measures of damages for such breach that can be fixed at or after such breach; and that, therefore, County and Contractor hereby fix the liquidated damages set forth below, not as a penalty or forfeiture for breach of this Agreement. The damages set forth below are to be construed narrowly and are not intended to limit damages that may result or arise from any other breach by Contractor of its obligations under this Agreement.
- 18.2 If Contractor fails to achieve Initial System Acceptance by the date set forth for such achievement in the then current Project Control Document, then without limiting Contractor's obligation to promptly and diligently cure such failure in accordance with the cure and notice requirements of this Agreement, Contractor agrees to pay County as liquidated damages one thousand dollars (\$1,000) for each day that Contractor continues in default following such date until, and including, the earlier of (a) the thirtieth (30) day Contractor continues in default, or (b) the effective date of termination of this Agreement.

Contractor shall not be liable for liquidated damages when delays arise out of causes beyond its reasonable control and without the fault or negligence of Contractor, with due consideration for any fault or negligence of County, provided that Contractor has filed timely a notice of delay in accordance with Paragraph 15 (Notice of Delays) of Exhibit A (Additional Terms and Conditions). The maximum amount of liquidated damages that may accrue in respect of Contractor's failure to achieve Initial System Acceptance shall not exceed thirty thousand dollars (\$30,000) in aggregate. In the event that County assesses liquidated damages under this Paragraph 18.2 and Contractor subsequently achieves Initial System Acceptance, for purposes of determining liquidated damages, if any, under Paragraph 18.3, the date on which Contractor is required to achieve Final System Acceptance shall be adjusted to a later date equal to the number of days Contractor was assessed liquidated damages under this Paragraph 18.2.

- 18.3 If Contractor fails to achieve Final System Acceptance by the date set forth for such achievement in the then current Project Control Document, then without limiting Contractor's obligation to promptly and diligently cure such failure in accordance with the cure and notice requirements of this Agreement, Contractor agrees to pay County as liquidated damages one thousand dollars (\$1,000) for each day that Contractor continues in default following such date until, and including, the earlier of (a) the thirtieth (30) day Contractor continues in default, or (b) the effective date of termination of this Agreement. Contractor shall not be liable for liquidated damages when delays arise out of causes beyond its reasonable control and without the fault or negligence of the Contractor, with due consideration for any fault or negligence of County, provided that Contractor has filed timely a notice of delay in accordance with Paragraph 15 (Notice of Delays) of Exhibit A (Additional Terms and Conditions). The maximum amount of liquidated damages that may accrue in respect of Contractor's failure to achieve Final System Acceptance shall not exceed thirty thousand dollars (\$30,000) in aggregate.
- 18.4 Payment of any such liquidated damages that may accrue pursuant to this Paragraph 18 (Liquidated Damages) shall be made, at County's election, within thirty (30) days of any and all notices and demands for such payment (which demand may be for all or less than all of the liquidated damages that have accrued through the date of any such notice), or by the application of a credit against Contractor's invoices. In the event Contractor fails to promptly apply such credit, then County may deduct such payment amount from any amounts due to Contractor under this Agreement.
19. **PRODUCTION USE OF THE SYSTEM.** Following installation by Contractor pursuant to the schedule set forth in the Project Control Document and prior to Final System Acceptance by County, County shall have the right to use, in production mode, any component of the System, including the System Hardware or System Software, as, when and to the extent such use is set forth in the Statement of Work or in the Project Control Document without any additional cost to County. Such production use shall not restrict Contractor's performance under this Agreement and shall not be deemed to be Contractor's achievement of Initial System Acceptance or Final System Acceptance.

20. **CONTRACTOR'S OFFICES.** Contractor's business offices are located at 6 Venture, Suite 395, Irvine, California 92618. Contractor shall notify County of any change in its business address at least ten (10) calendar days prior to the effective date thereof.
21. **NOTICES.** All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Los Angeles County Sheriff's Department
Data Systems Bureau
12440 E. Imperial Highway, Fourth Floor East
Norwalk, California 90650
Attention: David R. Ramirez
Facsimile: (323) 415-2654

with a copy to:

(2) Los Angeles County Sheriff's Department
Legal Advisor Unit
4700 Ramona Boulevard, Suite 225
Monterey Park, CA 91754-2169
Attention: Gary Gross
Facsimile: (323) 267-6687

To Contractor: Logicalis, Inc.
1750 S. Telegraph Rd., Suite 300
Bloomfield Hills, Michigan 48302
Attention: Robert Maxwell
Facsimile: (248) 322-7020

County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

22. **ARM'S LENGTH NEGOTIATIONS.** This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to

receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

23. **SURVIVAL.** The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1, 2, 9, 11, 13, 15, 16, 17, 18, 19, 21, and 22, and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

[Intentionally Left Blank]

AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
AND
LOGICALIS

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chairperson and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, effective as of the date approved by such Board.

COUNTY OF LOS ANGELES

By _____
DON KNABE
Chair, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

LOGICALIS, INC.
Contractor

Signed: _____
Printed: _____
Title: _____

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL

Robert A. Maxwell
Chief Legal Officer

By *Gary Gross*
Gary Gross
Senior Deputy County Counsel

County of Los Angeles
Sheriff's Department
Logicalis

Server Consolidation Agreement

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

TABLE OF CONTENTS

	<u>Page</u>
1. SUBCONTRACTING.....	1
2. DISPUTE RESOLUTION PROCEDURE.....	3
3. CONFIDENTIALITY.....	4
4. TERMINATION FOR INSOLVENCY.....	7
5. TERMINATION FOR DEFAULT.....	7
6. TERMINATION FOR CONVENIENCE.....	8
7. TERMINATION FOR IMPROPER CONSIDERATION.....	9
8. TERMINATION FOR GRATUITIES	9
9. EFFECT OF TERMINATION.....	9
10. WARRANTY AGAINST CONTINGENT FEES.....	11
11. AUTHORIZATION WARRANTY.....	11
12. FURTHER WARRANTIES	11
13. INDEMNIFICATION, INSURANCE AND PERFORMANCE SECURITY REQUIREMENTS.....	12
14. INTELLECTUAL PROPERTY INDEMNIFICATION.....	16
15. NOTICE OF DELAY	17
16. BUDGET REDUCTIONS	18
17. FORCE MAJEURE	18
18. CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	19
19. COMPLIANCE WITH APPLICABLE LAW	20
20. FAIR LABOR STANDARDS	20
21. NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES	20
22. EMPLOYMENT ELIGIBILITY VERIFICATION.....	21

TABLE OF CONTENTS
(continued)

	<u>Page</u>
23. [INTENTIONALLY OMITTED].....	22
24. CONFLICT OF INTEREST.....	22
25. RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION.....	22
26. RESTRICTIONS ON LOBBYING.....	22
27. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT	23
28. NONDISCRIMINATION IN SERVICES	23
29. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE	23
30. CONTRACTOR PERFORMANCE DURING CIVIL UNREST	23
31. CONTRACTOR CERTIFICATION OF PRINCIPAL OWNER INFORMATION.....	24
32. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	24
33. RECYCLED-CONTENT PAPER.....	25
34. COMPLIANCE WITH JURY SERVICE PROGRAM.....	25
35. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT	26
36. BACKGROUND AND SECURITY INVESTIGATIONS	26
37. ACCESS TO COUNTY FACILITIES	26
38. COUNTY FACILITY OFFICE SPACE	26
39. DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS.	27
40. PHYSICAL ALTERATIONS	27
41. FEDERAL EARNED INCOME TAX CREDIT	27
42. ASSIGNMENT BY CONTRACTOR.....	27
43. INDEPENDENT CONTRACTOR STATUS.	27

TABLE OF CONTENTS
(continued)

	<u>Page</u>
44. RECORDS AND AUDITS.....	28
45. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES.....	29
46. NEW TECHNOLOGY.....	30
47. NO THIRD PARTY BENEFICIARIES.....	30
48. MOST FAVORED PUBLIC ENTITY.....	30
49. COUNTY'S QUALITY ASSURANCE PLAN.....	31
50. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST.....	31
51. CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION).....	31
52. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT.....	31
53. SAFELY SURRENDERED BABY LAW.....	31
54. WAIVER.....	32
55. GOVERNING LAW, JURISDICTION, AND VENUE.....	32
56. SEVERABILITY.....	32
57. RIGHTS AND REMEDIES.....	32
58. FACSIMILE.....	32

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions (as used in this Exhibit A (Additional Terms and Conditions), this "Exhibit") have the meanings given to such terms in the base document of the Agreement.

1. SUBCONTRACTING.

- 1.1. General. County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.
- 1.2. Pre-Approved Subcontractors. County has approved HP as a subcontractor of services to be provided by Contractor pursuant to this Agreement. County further has approved of the subcontract between Contractor and HP in the form attached hereto as Exhibit K (HP Subcontract).
- 1.3. Procedure for Subcontracting. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor including to a Pre-approved Subcontractor, Contractor shall adhere to the following procedures.
 - 1.3.1. Contractor shall notify County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.
 - 1.3.2. The identity of such subcontractor and why such subcontractor was selected.
 - 1.3.3. A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement, or required by Exhibit L (Form Subcontract) if the proposed subcontractor is not a Pre-approved Subcontractor.
 - 1.3.4. If the proposed Work is to be performed by a subcontractor other than a Pre-approved Subcontractor, then in addition to the foregoing, Contractor shall provide:

- (i) a draft copy of the proposed subcontract which shall contain, at a minimum, the provisions set forth in Exhibit L (Form Subcontract). The material provisions of Exhibit L (Form Subcontract), or of any approved subcontract agreement between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of County Project Director, which approval shall not be unreasonably withheld; and
- (ii) any other information and/or certifications reasonably requested by County.

County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 1.3.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

- 1.3.5. Contractor shall obtain an executed subcontractor Employee Acknowledgment, Confidentiality & Assignment of Rights (see Exhibit O (Contractor's Employee Acknowledgment, Confidentiality & Assignment of Rights)) for each of subcontractor's employees performing Work under the subcontract, including for each Pre-approved Subcontractor's employees performing Work under pre-approved subcontracts. Such agreements shall be delivered to County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.4. Contractor Responsibilities.

- 1.4.1. Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County.
- 1.4.2. In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.
- 1.4.3. In the event that County consents to any subcontracting beyond the HP Subcontract, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the

Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

- 1.4.4. Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2. DISPUTE RESOLUTION PROCEDURE.

- 2.1. General. Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.
- 2.2. Continued Work. Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, that the parties mutually determine should be delayed as a result of such dispute. Such delays if any shall be incorporated as schedule extensions for all successor Tasks into the then current Project Control Document. If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the parties under the dispute resolution process. County may deduct or offset all such additional costs from any amounts due to Contractor from County.
- 2.2.1. If County fails to continue without delay to perform its responsibilities under the Agreement which the parties mutually determine should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.
- 2.3. Dispute Resolution Procedures. In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:
- 2.3.1. Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.3.2. If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute,

then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

2.3.3. If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's Chief Operating Officer and the Sheriff of the County of Los Angeles. These persons shall have five (5) Business Days to attempt to resolve the dispute.

2.3.4. In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4. Documentation of Dispute Resolution Procedures. All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Paragraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5. Not Applicable to County's Right to Terminate. Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 4 (Termination for Insolvency), Paragraph 5 (Termination for Default), Paragraph 6 (Termination for Convenience), or Paragraph 7 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3. **CONFIDENTIALITY.**

3.1. General. Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable federal, state, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. In addition, Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit O to the Agreement)

for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such confidential information.

3.2. Disclosure of Information.

3.2.1. With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2. Without limiting the generality of Paragraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.2.3. Contractor may use in its business activities, the ideas, concepts and know how, relating to the scope of this engagement, contained in the County's information that is retained in the memories of Contractors' employees who have had access to the information.

3.3. Contractor Information. Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

3.3.1. Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends; and

- 3.3.2. Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law.
- 3.4. Use of County Name. In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:
- 3.4.1. Contractor shall develop all publicity material in a professional manner.
- 3.4.2. During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3. Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Paragraph 3.3 (Use of County Name) (other than the requirements set forth in Paragraph 3.4.2) shall apply.
- 3.4.4. Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.
- 3.5. Injunctive Relief. Contractor acknowledges that a breach by Contractor of this Paragraph 3 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3 (Confidentiality).
- 3.6. Non-Confidential Information. Notwithstanding the obligations set forth above, the confidentiality obligations of the parties will not extend to information that:
- a) was in the receiving party's possession before receipt from the disclosing party;
 - b) is or becomes publicly known without breach by the receiving party;
 - c) is rightfully received by the receiving party from a third party without a duty of confidentiality;
 - d) is disclosed by disclosing party to a third party without a duty of confidentiality on the third party;
 - e) is independently developed or learned by the receiving party, or
 - f) is disclosed by receiving party with the disclosing party's prior written approval.

4. TERMINATION FOR INSOLVENCY.

- 4.1. County may terminate the Agreement immediately at any time following the occurrence of any of the following:
 - 4.1.1. Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;
 - 4.1.2. The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States bankruptcy code;
 - 4.1.3. The appointment of a receiver or trustee for Contractor; or
 - 4.1.4. The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.
- 4.2. The rights and remedies of County provided in this Paragraph 4 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
- 4.3. Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement and the License including the right to continued use of all versions of the System Software and the related Documentation, and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5. TERMINATION FOR DEFAULT.

- 5.1. Event of Default. County may, upon notice to Contractor, terminate the whole or any part of the Agreement in any one of the following circumstances:
 - 5.1.1. If Contractor materially breaches any of its obligations under the provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have thirty (30) days following written notice from County Project Director specifying such material breach or failure to cure prior to termination under this Paragraph 5 (Termination

for Default), or such longer period as County Project Director may authorize, in writing, but in no event shall the period, as extended by County Project Director, exceed thirty (30) days).

- 5.2. Deemed Termination for Convenience. If, after County has given notice of termination under the provisions of this Paragraph 5 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6 (Termination for Convenience) of this Exhibit except that no additional notice shall be required to effect such termination.
- 5.3. Rights After Termination for Default. Upon termination for default, County will pay Contractor for all Services and Deliverables accepted in accordance with Paragraph 6 (Work; Approval and Acceptance) of the Agreement prior to the date of such termination, and County will receive all Work in progress for which County has paid. Should the sum of such amounts be less than any advance payment received by Contractor, Contractor will refund the difference within thirty (30) days of such termination.

6. TERMINATION FOR CONVENIENCE.

- 6.1. Termination for Convenience. The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for whatever reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination become effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.
- 6.2. Rights After Termination for Convenience. Nothing in this Paragraph 6 (Termination for Convenience), nor any termination deemed to be for convenience pursuant to Paragraph 5.2 (Deemed Termination for Convenience) of this Exhibit, shall prejudice any right of Contractor to make a claim against County in accordance with this Agreement and applicable law and County procedures for payment for Work performed through the effective date of termination. Upon termination for convenience for any reason, County will pay Contractor for all Work that has been accepted in accordance with Paragraph 6 (Work; Approval and Acceptance) of the Agreement and Services performed prior to the date of such termination, and County will receive all Work in progress for which County has paid. Should the sum of such amounts be less than any advance payment received by Contractor, Contractor will refund the difference within thirty (30) days of such termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 shall be the only remedy available to Contractor in the event of a termination pursuant to this Paragraph 6 (Termination for Convenience) by County.

7. TERMINATION FOR IMPROPER CONSIDERATION.

- 7.1. County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 7.2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (213) 974-0914 or (800) 544-6861.
- 7.3. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

- 8. TERMINATION FOR GRATUITIES.** County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9. EFFECT OF TERMINATION.

- 9.1. Remedies. In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4 (Termination for Insolvency), Paragraph 5 (Termination for Default), Paragraph 6 (Termination for Convenience), Paragraph 7 (Termination for Improper Consideration), or Paragraph 8 (Termination for Gratuities), in each case, of this Exhibit, then:
- 9.1.1. Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all System Software and all other completed Work and Work that is in process for which County has paid, in a media reasonably requested by County, (c) promptly transfer and deliver all items of System Hardware previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;
- 9.1.2. the License and associated rights thereunder granted to County pursuant to Paragraph 15 Ownership; (License) of the base document shall continue in perpetuity.

- 9.1.3. unless County has terminated the Agreement pursuant to Paragraph 6 (Termination for Convenience) or Paragraph 5.2 (Deemed Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work; provided, however, that the amount of any prior payment by Contractor to County of liquidated damages levied pursuant to Paragraph 18 (Liquidated Damages) of the Agreement shall be credited against the amount of any such excess costs reasonably incurred by County;
- 9.1.4. Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;
- 9.1.5. Contractor shall tender promptly payment to County of any liquidated damages levied pursuant to Paragraph 18 (Liquidated Damages), of the Agreement, to the extent applicable; and
- 9.1.6. Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.
- 9.2. Transition Services. Contractor agrees that in the event of any termination of the Agreement for any reason, Contractor shall fully cooperate with County in the transition by County to a new system, toward the end that there be no interruption of the Department's day to day operations due to the unavailability of the System during such transition. Contractor agrees that if County terminates the Agreement for any reason, Contractor shall perform transition services in accordance with a transition plan to be agreed upon, in advance, by County Project Director and Contractor Project Director. In the event that County terminates the Agreement pursuant to Paragraph 6 (Termination for Convenience) of this Exhibit or Paragraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform such transition services, and shall invoice County for such transition services determined in accordance with the Hourly Labor Rates specified in Exhibit C (Price and Schedule of Payments) of the Agreement with respect to Pool Dollars. In connection with the provision of any transition services pursuant to this Paragraph 9.2 (Transition Services), Contractor shall provide to County Project Director, on request by County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.
- 9.3. Remedies Not Exclusive. The rights and remedies of County set forth in this Paragraph 9 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10. WARRANTY AGAINST CONTINGENT FEES.

10.1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

10.2. For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11. AUTHORIZATION WARRANTY. Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12. FURTHER WARRANTIES. Contractor represents, warrants and further covenants and agrees to the following:

12.1. Contractor represents and warrants that (a) Contractor has the full power and authority to grant the License and all other rights granted by the Agreement to County; (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (c) County is entitled to use the System in accordance with the Agreement; (d) the Agreement and the System, including the System Hardware and the System Software licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; (e) during the Term, Contractor shall not subordinate the Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System, including the System Hardware and the System Software, and any part thereof, in accordance with the Agreement including any applicable Licenses; (f) there is no litigation, dispute, claim, proceeding or other action pending or, to Contractor's knowledge, threatened against Contractor or in respect of the System, including the System Software and System Hardware, that could have a material adverse effect on Contractor's business or on Contractor's ability to perform and meet in a timely fashion Contractor's obligations under this Agreement; and (g) neither the performance of the Agreement by Contractor, nor the sale or License to, and use by, County and its users of the System, including the System Hardware and the System Software, in accordance with the Agreement will in any way violate any non-disclosure Agreement, nor, to the best of Contractor's knowledge, constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, moral, or other rights of any third party.

- 12.2. Contractor bears the full risk of loss due to total or partial destruction of all or any part of the System Hardware or the System Software acquired from Contractor, as applicable, until delivery to and initial inspection and acceptance by the County.
- 12.3. At the time of delivery to and acceptance by County, all System Hardware shall be new, in good working order, in conformity with manufacturer's published specifications and installation and acceptance procedures, as determined by County, and be covered by manufacturer's standard new equipment warranties.
- 12.4. Contractor shall, in the performance of all Work, comply with the descriptions and representations (including Deliverable Documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) to the extent set forth in the Statement of Work.
- 12.5. Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.
- 12.6. Contractor, and each subcontractor as applicable, is an authorized maintenance and service provider in respect of each component of the System Hardware and System Software provided to County under this Agreement.
- 12.7. All Documentation developed under the Agreement shall be uniform in appearance.
- 12.8. Contractor shall not purposely cause any unplanned interruption of the operations of, or accessibility to the System or any component of either of them through enabling of any device, method or means including the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, (collectively referred to as a "Disabling Device"). Contractor represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any component of the System provided to County under the Agreement, nor shall Contractor knowingly permit any subsequently delivered component of the System to contain any Disabling Device.

13. **INDEMNIFICATION, INSURANCE AND PERFORMANCE SECURITY REQUIREMENTS.**

- 13.1. Indemnification. Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (the "County Indemnitees") from and against any and all liability arising from third party claims (alleged or actual) in any way arising from, connected with, or related to Contractor's, Contractor's agents', employees', officers', directors', shareholders' or subcontractors' acts, errors or omissions. County will provide Contractor with prompt written notice of such claim. Contractor will pay defense costs and expenses (including legal, accounting, expert witness, and other professional fees), settlement amount and court awarded damages in connection with such claim. Accordingly, any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 (Indemnification and Insurance) shall be conducted by Contractor and performed by

counsel selected by Contractor. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contendere*, to any charge or claim that imposes financial obligations on or admits liability on behalf of the County Indemnitees.

- 13.2. Limitation of Liability. Other than (a) indemnity claims pursuant to Paragraph 13.1 (Indemnification) of this Exhibit A, including claims for injury, death, or property damage, (b) intellectual property claims pursuant to Paragraph 14 (Intellectual Property Indemnification) of this Exhibit A and (c) claims arising from Contractor's intentional or willful misconduct, Contractor's liability to County for any reason, and upon all claims or causes of action hereunder shall not exceed two (2) times the amount set forth on Exhibit C (Price and Schedule of Payments) as the "Total All-in to Final Acceptance." Further, other than (a) third party indemnity claims pursuant to Paragraph 13.1 (Indemnification) of this Exhibit A, including claims for injury, death, or property damage and (b) third party intellectual property claims pursuant to Paragraph 14 (Intellectual Property Indemnification) of this Exhibit A, in no event will Contractor be liable for any consequential, special, indirect, incidental or punitive damages, even if Contractor has been advised of the possibility of such damages.
- 13.3. General Insurance Requirements. Without limiting Contractor's obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the Term the following programs of insurance covering its operations under the Agreement, as specified in this Paragraph 13.3 (General Insurance Requirements). Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County.
- 13.3.1. Evidence of Insurance. Certificates or other evidence of coverage satisfactory to County's Risk Manager, and evidence of such programs satisfactory to County, shall be delivered to

Joseph A. Cruz, Manager
Sheriff's Department Contracts Administration
4700 Ramona Boulevard
Monterey Park, CA 91754-2169

on or before the execution of the Agreement by the Board. Such certificates or other evidence shall at a minimum:

- (i) specifically identify the Agreement;
- (ii) clearly evidence all coverages required in the Agreement;
- (iii) contain express conditions that County is to be given notice by registered mail at least thirty (30) days prior to any termination of any program of insurance, and, with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following

Contractor's first receipt of notice of modification in the event Contractor receives less than thirty (30) days advance notice of such modification;

- (iv) include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnitees as insureds for all activities arising from the Agreement; and
- (v) identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County Indemnitees, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the state of California.

13.3.2. Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

13.3.3. Insurance Programs. At a minimum, Contractor shall maintain during the Term programs of insurance which consists of:

- (i) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$4,000,000
Products/Completed Operations Aggregate:	\$4,000,000
Personal and Advertising Injury:	\$2,000,000
Each Occurrence:	\$2,000,000

- (ii) Professional liability insurance covering any liability arising from any error, omission, commission, negligent, or wrongful act of Contractor, its officers, agents, or employees, in the performance of Work hereunder, with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage shall be maintained for a period of not less than two (2) years, or the policy shall be endorsed to provide an extended reporting period of not less than two (2) years, following the expiration or termination of the Agreement.
- (iii) Comprehensive auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars (\$1,000,000) per accident.

- (iv) Intellectual property insurance covering any actual or alleged infringement of any copyright, patent or other rights of third parties, and any actual or alleged trade secret disclosure or misappropriation with a limit no less than two million dollars (\$2,000,000) per occurrence. If this insurance is written on a claims made form, Contractor shall either (1) maintain such insurance through the period ending two (2) years following the expiration or termination of this Agreement or (2) obtain an endorsement on such insurance that provides an extended reporting period of not less than two (2) years following the termination or expiration of this Agreement or insurance policy, whichever is longer or (3) replace such claims made insurance with equivalent coverage of the per occurrence form that covers the entire Term.
- (v) Workers' compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which Contractor is responsible and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars (\$1,000,000) per accident, and, in respect of disease, the policy limit shall be no less than one million dollars (\$1,000,000) and one million dollars (\$1,000,000) for each employee.

13.3.4. Notification of Incidents, Claims or Suits. Contractor shall report to County:

- (i) any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (ii) any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.
- (iii) any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Director. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (iv) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

- 13.4. Performance Security Requirements. Contractor agrees to provide County a performance security in one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Contractor: (a) a performance bond in an amount equal to \$1,300,000 and executed by a corporate surety licensed to transact business in the State of California; or (b) an irrevocable letter of credit payable to the County upon demand in an amount equal to \$1,300,000, which letter of credit shall comply with minimum criteria and standards established by County. The performance security provided pursuant to the preceding sentence shall be in a form satisfactory to County and shall be maintained by Contractor until released by County upon Contractor's achieving Final System Acceptance. In any event, such fully executed performance security shall be provided by Contractor to County prior to Contractor commencing the performance of any Work under this Agreement.
- 13.5. Failure to Procure and Maintain Insurance or Performance Security. Failure on the part of Contractor to procure and maintain all the required insurance and performance security shall constitute a material breach of the Agreement upon which County may terminate the Agreement pursuant to Paragraph 5 (Termination for Default) of this Exhibit and seek all remedies pursuant to Paragraph 9 (Effect of Termination) of this Exhibit.

14. **INTELLECTUAL PROPERTY INDEMNIFICATION.**

- 14.1. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 13.1 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual) for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party (collectively referred to as "Infringement Claims"). County will provide Contractor with prompt written notice of such claim. Contractor will pay defense costs and expenses (including legal, accounting, expert witness, and other professional fees), settlement amount and court awarded damages in connection with such claim. Contractor shall have no obligation to County under this Paragraph 14 (Intellectual Property Indemnification) to the extent any damages or losses arising under or resulting from an infringement claim are caused by use by County of the System Software other than in accordance with the Agreement, the Specifications or other applicable Documentation.
- 14.2. Without limiting the foregoing, in the event County Project Director becomes aware that ongoing use of the System or any part of it, including the System Hardware and System Software, is the subject of any Infringement Claim that might preclude or impair County's use of the System or any part of it, including the System Hardware and System Software (e.g., injunctive relief), or that County's continued use of the System or any part of it, including the System Hardware and System Software, may subject it to punitive damages or statutory penalties or other costs or expenses, County shall give notice to Contractor of such facts. Upon notice of such facts, Contractor shall, at no cost to County, either (a) procure the right, by license or otherwise, for County to continue to use the affected portion of the System, to the same extent ownership and license rights hereunder, as applicable, or (b) to the extent Contractor is unable to procure such right, replace or modify the affected portion of the System with product of equivalent quality

and performance capabilities, in County's reasonable determination, to become non-infringing. Accordingly, if Contractor completes the remedial action set forth in either clause (a) or (b) above to County's reasonable satisfaction, then County acknowledges that such Infringement Claim shall be deemed remedied. If Contractor fails to complete the remedial acts set forth above within ninety (90) days of the date of the notice from County, or if completion is not possible despite Contractor's commercially reasonable best efforts within such ninety (90) day period, and County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, in either instance County shall have the right to elect to accept a refund of a pro rata portion of the charges paid by County for the infringing Deliverable upon return of the same to Contractor. If in respect of a particular Infringement Claim, County elects to accept a refund of a pro rata portion of the charges paid by County for the infringing Deliverable, County acknowledges that such refund shall be its sole remedy for such Infringement Claim.

14.3. Procedures. The protection provided in Paragraph 14.1 of this Exhibit will apply provided that County:

14.3.1. promptly notifies Contractor of any matters in respect of which the protection may apply and of which the County has knowledge, and

14.3.2. cooperates with Contractor in the defense or settlement of the claim. Contractor will have full opportunity to control the response thereto and the defense thereof, including without limitation any agreement relating to settlement. County may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

14.4. Exclusions. Contractor has no obligation for any claim of infringement to the extent arising from:

14.4.1. any third party materials not warranted, licensed or otherwise provided as branded Contractor or HP materials; or

14.4.2. Contractor's compliance with County's designs, requirements or specifications, or Contractor's use of County's information, technology, or designs, provided to Contractor, including those incorporated into any Statement of Work or Deliverable; or

14.4.3. modification of the Deliverables by County or a third party other than as approved by Contractor; or

14.4.4. use of the Deliverables in a way not indicated in the Statement of Work or in any Specifications or Documentation provided with such Deliverable other than as approved by Contractor.

15. **NOTICE OF DELAY.** In the event Contractor determines at any time that failure, delay, or inadequacy of performance of any of County's obligations hereunder may prevent or tend to

prevent Contractor from completing any of Contractor's obligations in a timely manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly following such determination (and without limiting Contractor's obligation of prompt notification, in any event within fifteen (15) days following such determination), notify County Project Director in writing, which notice shall specify in reasonable detail: (a) any alleged failure, delay or inadequacy of performance by County. Within ten (10) days after such initial notification Contractor shall provide to the best knowledge of Contractor after due inquiry and analysis, the estimated impact of such alleged failure, delay or inadequacy on the performance of Contractor's obligations, including any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred (a "Notice of Delay"). Such Notice of Delay, if timely filed, shall be treated as a request by Contractor for a Change Order or an amendment to the Agreement, as applicable pursuant to Paragraph 7 (Change Orders and Amendments) of the base document. In the event Contractor fails to notify County in writing of any alleged failure, delay, or inadequacy of performance of any of County's obligations in a timely manner as set forth in this Paragraph 15 (Notice of Delay), Contractor shall not be entitled to rely upon such alleged failure, delay, or inadequacy of performance for any purpose whatsoever, including as a purported justification for either: (i) claiming that Contractor is entitled to receive any additional payments from County hereunder or (ii) failing to fulfill any of Contractor's obligations in a timely manner. This Paragraph 15 (Notice of Delay) shall not be interpreted or construed as expanding in any manner the financial obligations of County under the Agreement.

16. **BUDGET REDUCTIONS.** In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by Contractor under this Agreement. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions, and without limiting any of County's rights as set forth in this Agreement, including County's right of termination for convenience pursuant to Paragraph 6 (Termination for Convenience) of this Exhibit, County and Contractor shall negotiate a mutually agreed upon reduction in Work remaining to be performed by Contractor pursuant to the Statement of Work that corresponds with the reduction in County's payment obligation. Contractor shall continue to perform all of its obligations set forth in this Agreement.
17. **FORCE MAJEURE.** Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other

sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16, the term "subcontractor" and "subcontractors" mean subcontractors at any tier

18. CONTRACTOR RESPONSIBILITY AND DEBARMENT.

- 18.1. A responsible Contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible contractors.
- 18.2. Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts Contractor may have with County.
- 18.3. County may debar Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including the Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.
- 18.4. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 18.5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 18.6. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

18.7. These terms shall also apply to subcontractors of County contractors, including Contractor.

19. **COMPLIANCE WITH APPLICABLE LAW.** Contractor's activities hereunder and the System, including the System Hardware and System Software, and County's use thereof, as permitted under this Agreement, shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference.

20. **FAIR LABOR STANDARDS.** Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the federal Fair Labor Standards Act for Work performed by Contractor's employees.

21. **NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES.** Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable federal and state anti-discrimination laws and regulations.

21.1. Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification.

21.2. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

21.3. Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

21.4. Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable federal and state laws and regulations, including:

21.4.1. Title VII, Civil Rights Act of 1964;

21.4.2. Section 504, Rehabilitation Act of 1973;

21.4.3. Age Discrimination Act of 1975;

21.4.4. Title IX, Education Amendments of 1973, as applicable; and

21.4.5. Title 43, part 17, Code of Federal Regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

21.5. Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 21 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 21 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated state or federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Paragraph 21.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

21.6. The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

22. EMPLOYMENT ELIGIBILITY VERIFICATION.

22.1. Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended.

22.2. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including

defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

23. [INTENTIONALLY OMITTED]

24. CONFLICT OF INTEREST.

24.1. No County employee whose position with County enables such employee to influence the award of the Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

24.2. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

25. RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION.

25.1. Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

25.2. Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

26. RESTRICTIONS ON LOBBYING. Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor

to fully comply with County lobbyist ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

27. **CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT.** Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence (in this Paragraph, "GAIN") or general relief opportunity for work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer gain participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.
28. **NONDISCRIMINATION IN SERVICES.** Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of federal and state law. For the purpose of this Paragraph 28 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.
29. **STAFF PERFORMANCE WHILE UNDER THE INFLUENCE.** Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.
30. **CONTRACTOR PERFORMANCE DURING CIVIL UNREST.** Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

31. **CONTRACTOR CERTIFICATION OF PRINCIPAL OWNER INFORMATION.** Within thirty (30) days of any renewal or term extension amendment to the Agreement of at least one year, Contractor shall submit to County's Child Support Services Department (the "CSSD") a completed Principal Owner Information form (the "POI form"), incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the Los Angeles County Code, that:
- 31.1. The POI form has been appropriately completed and provided to the CSSD with respect to Contractor's principal owners;
 - 31.2. Contractor has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
 - 31.3. Contractor has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.
32. **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.**
- 32.1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
 - 32.2. As required by County's child support compliance program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).
 - 32.3. Such certification shall be submitted on the Child Support Compliance Program Certification ("CSCP certification"), also incorporated herein by reference. Failure of Contractor to submit the CSCP certification (which includes certification that the POI form has been submitted to the County's CSSD) to the CSSD shall represent a material breach of the Agreement upon which County may immediately suspend or terminate the Agreement.
 - 32.4. Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 32 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement or at law or in equity, failure to cure such default within ninety (90) days

of notice by the CSSD shall be grounds upon which County may suspend or terminate the Agreement pursuant to Paragraph 5 (Termination for Default) of this Exhibit.

33. **RECYCLED-CONTENT PAPER.** Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

34. **COMPLIANCE WITH JURY SERVICE PROGRAM.**

34.1. Jury Service Program. This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

34.2. Written Employee Jury Service Policy.

34.2.1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

34.2.2. For purposes of this Paragraph 34 (Compliance with Jury Service Program), "contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the contract, the subcontractor shall also be subject to the provisions of this Paragraph 34 (Compliance with Jury Service Program). The provisions of this Paragraph 34 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

34.2.3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and

Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

34.2.4. Contractor's violation of this Paragraph 34 (Compliance with Jury Service Program) of the this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

35. **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT.** Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractor's to voluntarily post County's "L A's Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. CSSD will supply Contractor with the poster to be used.
36. **BACKGROUND AND SECURITY INVESTIGATIONS.** Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under the Agreement. The cost of background checks is the responsibility of the Contractor.
37. **ACCESS TO COUNTY FACILITIES.** Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to County Project Director, for the purpose of executing Contractor's obligations hereunder, including for the provision of Critical System Support Services. Access to County facilities shall be on a twenty-four hours per day, seven days per week basis. Access to County facilities outside of normal business hours must be approved in writing in advance by County Project Director. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County Project Director.
38. **COUNTY FACILITY OFFICE SPACE.** In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

39. DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS.

39.1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

39.2. If Contractor fails to make timely repairs, County may make any necessary repairs. All commercially reasonable costs incurred by County for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

40. PHYSICAL ALTERATIONS. Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Steering Committee Chair, and County's Director of Internal Services Department, in their discretion.

41. FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

42. ASSIGNMENT BY CONTRACTOR.

42.1. Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 42.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, including the Board.

42.2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Paragraph 42.1 of this Exhibit.

43. INDEPENDENT CONTRACTOR STATUS.

43.1. The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party

for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

- 43.2. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 43.3. Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.
- 43.4. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit O) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to County Project Director.

44. RECORDS AND AUDITS.

- 44.1. Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete project level records relating to its performance of the Agreement, including information in sufficient detail to support invoices submitted by Contractor pursuant to Paragraph 11 (Invoices and Payments). Contractor agrees that County, or its authorized representatives, shall, with reasonable written notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement, including documentation to support submitted invoices; provided that County's access to such records or project level transactions of Contractor does not include access to Contractor's basis of cost information, including overhead, margin, risk allocation, or resource utilization rates. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 44 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure agreement prior to any disclosure. The nondisclosure agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all project level financial records, time cards and other records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such

time. Contractor shall provide County with access to such material at a mutually agreed upon location inside Los Angeles County.

44.2. If an audit is conducted of Contractor specifically regarding the Agreement by any federal or state auditor, then Contractor shall file a copy of such audit report with County's Auditor Controller and County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.

44.3. If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to County Project Director and Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

45. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES. Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all federal, state, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Joseph A. Cruz, Manager, Sheriff's Department Contracts Administration, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

46. NEW TECHNOLOGY.

46.1. Without limiting Contractor's obligation to provide County any specified updates, extensions, or components in consideration of the CSS Fees, Contractor and County acknowledge the probability that the technology of the System Hardware and the System Software (or any portion of either or them) provided under the Agreement will change and improve during the Term. County desires the flexibility to incorporate into the System Hardware and the System Software any new technologies, as they may become available. Accordingly, Contractor Project Manager shall, promptly upon discovery and on a continuing basis, apprise County Project Director of all new technologies, methodologies, and techniques, other than updates, extensions or components provided as part of Contractor's Critical System Support Services obligations, that Contractor considers being applicable to the System Hardware or the System Software (or any portion of either of them). Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies, and techniques, and shall indicate the advantages and disadvantages of incorporating the same into the System Hardware and the System Software, and provide an estimate of the impact such incorporation will have on the performance, scheduling, and price of the System Hardware and the System Software (or any portion of either of them). County, at its discretion, may request that the Agreement be amended to incorporate the new technologies, methodologies and techniques into the System Hardware and the System Software (or any portion of either of them) pursuant to the provisions of Paragraph 7 (Change Notices and Amendments) of the base document.

46.2. If Contractor develops and distributes any hardware constituting System Hardware that incorporates new technology, or is otherwise superior in design, portability, processing speed, or other functionality, to the current hardware constituting System Hardware acquired by County pursuant to this Agreement, and Contractor is not otherwise required to provide such hardware pursuant to its obligations under the Agreement, then upon County's request, the parties will negotiate in good faith a reasonable trade-in value for all or part of County's then current System Hardware, which trade-in value would be applied by Contractor as a credit towards the amount payable by County for the acquisition of such upgraded System Hardware.

47. NO THIRD PARTY BENEFICIARIES. Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 46.2 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

48. MOST FAVORED PUBLIC ENTITY. If Contractor's prices decline, or should Contractor, at any time during the Term, prior to delivery, provide the same goods and substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the state of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County under the same terms as those under which the lower price were offered.

49. **COUNTY'S QUALITY ASSURANCE PLAN.** County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If, following due cure and notice periods for any specified material breach, improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.
50. **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST.** Should Contractor require personnel in addition to those employed by Contractor on the Effective Date to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (a) third parties who have subcontracted with Contractor to perform the services, or (b) Contractor's current employees.
51. **CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION).** Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum applicable to Services. Upon occurrence of this event, Contractor shall send written notification to County Project Director and both County Project Managers.
52. **NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT.** Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Agreement, after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.
53. **SAFELY SURRENDERED BABY LAW.**
- 53.1. Notice to Employees. Contractor shall notify and provide to its employees residing in or working in the state of California, and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees residing in or working in the state of California, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

53.2. Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law. Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

54. **WAIVER.** No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
55. **GOVERNING LAW, JURISDICTION, AND VENUE.** The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to Agreements made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the state of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.
56. **SEVERABILITY.** If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then subject to mutual agreement, such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.
57. **RIGHTS AND REMEDIES.** Unless otherwise specified in the Agreement, the rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.
58. **FACSIMILE.** Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up

facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

* * *

EXHIBIT B

STATEMENT OF WORK

TABLE OF CONTENTS

- Task 1 – Project Planning and Management**
- Task 2 – Detailed Design & Architectural Guidelines**
- Task 3 – Prepare for Server & Storage Hardware & Operating Software Installation**
- Task 4 – Install & Test Server and Storage Environment at Monterey Park & Norwalk Data Centers**
- Task 5 – HP-UX Customization and Integration**
- Task 6 – Storage & SAN Customization, Integration, and Data Migration**
- Task 7 – Storage Management**
- Task 8 – Enterprise Backup Solution**
- Task 9 – Oracle Implementation in the New Environment**
- Task 10 – Application Migration to Test Environment**
- Task 11 – Performance Testing, Validation and System Monitoring**
- Task 12 – Design and Implement High-Availability Solution at Monterey Park & Norwalk Data Centers**
- Task 13 – Production Planning & Implementation**
- Task 14 – Training & Knowledge Transfer**
- Task 15 – Final System Acceptance & Project Closeout**
- Project Assumptions**

Task 1 – Project Planning and Management

Contractor shall (a) create a Project Control Document to include a project plan, schedule, risk assessment, and related project control documentation and (b) provide ongoing management of the project, throughout the life of the project.

Subtasks

Subtask 1.1: Develop a Project Control Document (Project Control Document)

Contractor shall prepare a Project Control Document, consistent with this Statement of Work. The contents of the Project Plan will include the relevant elements of the following:

- ♦ **Introduction:** Summarizes the Project Plan; a review of the shared vision for the project relationship, the strategic goals of the implementation effort, and how Contractor will contribute to meet LASD's business objectives.
- ♦ **Executive Summary:** Provides a high level overview of the main features and goals of the Project Plan.
- ♦ **Project Mission & Objectives:** Describes the business case for proceeding with the project, the objectives to be achieved under the project, and critical success factors for LASD; all based upon information provided to Contractor by LASD, and any assumptions or limitations related to the Project Plan.
- ♦ **Project Scope:** Describes the overall scope and deliverables of the engagement. Acts as a confirmation of project scope, phasing, and automation objectives
- ♦ **Work Breakdown Structure:** Identifies the phases within the overall Project implementation and the key deliverables within each phase. It may also go down to the task level, if appropriate.
- ♦ **Master Project Schedule:** Following the Work Breakdown Structure, this schedule identifies the activities, key milestones, and estimated duration for activities on the Project. It will also highlight all agreed activities, deliverables, or milestones; for which LASD is responsible, that will affect the success of the project. All project activities, deliverables, and milestones (both Contractor's and LASD's) will be linked into a Critical Path Analysis, Contractor, and LASD will review this analysis on a regular basis.
- ♦ **Acceptance Test Plan:** Identifies what non-document project deliverables, or portions thereof, will undergo acceptance testing, and will include sequence, criteria, input, expected results, ownership of acceptance, and participants.
- ♦ **Change Control Plan:** Describes the activities and processes for change management during the project (i.e., how a potential project change is requested, impact assessment, response to request, and authorization).
- ♦ **Project Team:** Identification of Contractor's project team and project organization, including defining the roles and responsibilities of the project team members.

- ♦ **Risk Assessment & Management:** Identification of project risks and mechanisms to handle these risks, in a risk management plan.

Subtask 1.2: Provide Ongoing Project Management

Contractor shall manage project activities and resources and track project status. This shall include managing and tracking all issues. Contractor shall jointly report project status on a regular basis, through a Project Status Report that is prepared and presented, on a weekly basis, to LASD's Project Director and Project Manager. The report shall cover, at a minimum, project progress, plans, outstanding issues, and any updates to the Project Control Document.

Task Deliverables

Deliverable 1.1: Project Control Document

Contractor shall deliver, to LASD, a Project Control Document, including a project plan, schedule, risk assessment, and related project control documentation.

Deliverable 1.2: Weekly Status Reports

Contractor shall prepare and present Weekly Project Status Reports to LASD that, at a minimum, cover:

- (a) the period covered by the report;
- (b) project progress and plans;
- (c) issues tracking, including Deficiencies;
- (d) project schedule including Work scheduled for completion which was completed and Work scheduled for completion which was not completed;
- (e) updates to the PCD;
- (f) project risks identified through the quality assurance process; and
- (g) any other information that LASD may from time to time reasonably require.

Acceptance Criteria

- ♦ See Section "Document Review Process", for the acceptance process and criteria for the above deliverable(s).
- ♦ Acceptance tests as defined in the Project Control Document, if any.

Contractor Responsibilities

- ♦ Provide appropriately skilled personnel for project planning and on-going management.

LASD Responsibilities

- ♦ Provide access to or copies of project plans, schedules, architectural documents, and design documents directly related to this project.
- ♦ Provide a Project Manager to work with Contractor Project Managers.

- ♦ Ensure the appropriate staff members (Stakeholders) participate in the project planning process.
- ♦ Provide the information as and when requested by the Contractor

Task 2 - Detailed Design & Architectural Guidelines

This task consists of a validation of the high level design and the preparation of detailed design and architectural guidelines; for use by LASD and the Contractor team.

Subtasks

Subtask 2.1: Confirm LASD's High-Level Design

Contractor shall review and validate the high-level design for the new server and storage environment, prepared and documented by LASD, to ensure that this design best meets the current and projected requirements of the Department. Recommended modifications to the design shall be documented, by the Contractor, and agreed upon modifications incorporated in the high-level design documentation. This document will provide the basis for the detailed design and architecture, to be developed in Subtask 2.2. Contractor's approach is as follows:

- ♦ Contractor will work with LASD to completely review the high-level design.
- ♦ Contractor will recommend modifications that reflect the current technology available and best meet LASD solution requirements.
- ♦ Contractor will assist in this effort as needed.
- ♦ A final high-level design, approved by LASD and Contractor will be generated.

Subtask 2.2: Prepare a Detailed Design and Architecture for Server and SAN Environment, and Enterprise Backup Solution

Based upon the high-level design, Contractor shall prepare and deliver, to LASD, a detailed design document for the new server and storage environment, and enterprise backup solution. This design document will provide adequate detailed specifications to ensure that the proposed technical architecture fully meets LASD requirements. This detailed design document will be an expansion of the high-level design, with all the necessary specifications to ensure successful installation and operation of the new hardware and software components. Contractor's approach is as follows:

- ♦ A Contractor Solution Consultant will recommend a specified configuration design for the HP hardware and software components of the Superdome server
- ♦ The consultant will work with LASD in the development of technical specifications for the custom solution, based on end-user requirements
- ♦ Contractor's design and configuration expertise is utilized to ensure optimized performance and availability
- ♦ Proactive verification of the detailed configuration with the HP factory, which allows for a smoother factory build process and optimized delivery dates

The detail design shall include all components of the new environment, including the Storage Area Network (SAN) Architecture and Enterprise Backup Solution. All the necessary components to build the SAN and Enterprise Backup Solution will be incorporated in the detailed design.

Task Deliverables

Deliverable 2.1: A Detailed Design and Architecture Document

Contractor shall document and present, to LASD the high-level design configurations, diagrams and Technical Requirements Summary. This document must be approved by LASD, as part of the completion of this task. See Acceptance Criteria below.

Deliverable 2.2: A Detailed Design and Architecture Document

Contractor shall document and present, to LASD, the Detailed Design and Architecture Document. This document must be approved by LASD, as part of the completion of this task. See Acceptance Criteria below.

Acceptance Criteria

- ♦ See "Document Review Process", for the acceptance process and criteria for the above deliverable(s)
- ♦ Acceptance tests as defined in the Project Control Document, if any.

Contractor Responsibilities

- ♦ Actively participate in workshop and in the creation of detailed planning and design documents
- ♦ Provide appropriate knowledge and collateral, to aid in the creation of plans and designs
- ♦ Provide appropriately skilled personnel, for the design review and detailed design document creation

LASD Responsibilities

- ♦ Provide access to or copies of project plans, schedules, architectural documents, and design documents directly related to this project
- ♦ Provide a "Technical Lead", to work with Subject Matter Expert (SME) on HP-UX
- ♦ Provide a "Technical Lead" SME, to assume responsibility for Legacy Unix Consolidation
- ♦ Provide an Oracle DBA Technical Lead, to assume responsibility for all Oracle related issues
- ♦ Provide a Technical Lead/SME, to assume responsibility for the migration or porting of applications
- ♦ Actively participate in workshop and in the creation of detailed planning and design documents
- ♦ Provide previously identified personnel for participation in the detailed design document creation and design review

Task 3 – Prepare for Server & Storage Hardware & Operating Software Installation

Based upon the design and architectural guidelines, developed in Task 2, the required hardware and software specifications will be finalized and ordered. The Contractor will assess LASD's operational readiness at the Data Centers, based upon the IT strategy, technology, applications, staff, and key IT processes. The operational readiness information obtained will be compared with best practices, resulting in a gap analysis and prioritized recommendations.

Subtasks

Subtask 3.1: Finalize Hardware, Operating System, and Network Specifications and Place Order

Some minor changes to the required hardware and software components are anticipated to be required, based upon the final detailed design. These modifications will be made to the parts list and the required components ordered. The contractor's approach to this is as follows:

- ◆ Deployment Services
- ◆ Deployment Manager - Single point of contact with full accountability for successful deployment of LASD solution
 - Setup of a Service Level Agreement
 - Criteria Definition for project closure
 - Selection of the most appropriate delivery model
 - Planning and setup of the deployment project
 - Coordination of all deployment activities
 - Management of changes
 - Project performance tracking
 - Issue handling and resolution
 - Account reviews
- ◆ Factory Integration - Turns Detailed Design into a configured system
 - HP pre-integrates hardware and software with Superdome server and associated system peripherals
 - Configured to LASD requirements, captured in Detailed Design
 - Improves quality, eliminates DOAs, and minimizes disruption at LASD site
 - Key factor in ability to greatly reduce onsite integration time
 - Provides LASD with a Solution Integration Manual (record of configuration)

Subtask 3.2: Conduct Operational Readiness Assessment

The Contractor shall conduct an assessment of the operational readiness of LASD's Data Centers. This analysis will identify any electrical or other modifications required to install the new hardware. The results of this assessment will be documented with a list of follow-up items, required by LASD to ensure operational readiness of both Data Centers. The Contractor's approach to this is as follows:

- ◆ Readiness Checkup

- Provides an opportunity for LASD and the Contractor to explore the overall objectives of the solution, in relation to LASD's IT environment. Focusing on LASD's IT strategy, technology, applications, staff and key IT processes as defined by HP's IT Service Management reference model.
 - The information obtained is characterized and compared with best practices, resulting in a gap analysis, prioritized recommendations, and next steps that greatly increase the capacity of the designed system to properly satisfy expected objectives.
- ♦ Site Readiness - SERR + Site Verification ensures LASD's datacenter is ready for deployment of Superdome solution
 - Room size
 - Flooring and access
 - Fire detection and suppression
 - Electrical; static, grounding, and power
 - Surge protection and backup
 - Interference (RMI, EMI, etc.)
 - Air conditioning
 - Ongoing environmental monitoring
 - Maintenance practices and equipment conditioning

Task Deliverables

Deliverable 3.1: Finalized List of Hardware and Software

Contractor shall provide LASD with an updated and finalized list of hardware and software, which will, upon approval by LASD, be ordered by Contractor.

Deliverable 3.2: Operational Readiness Assessment Report

Contractor shall prepare and deliver, to LASD, a report that assesses operational readiness at both the Monterey Park and Norwalk Data Centers. This report will include a list of recommended actions that need to be taken, prior to hardware installation.

Acceptance Criteria

- ♦ See "Document Review Process", for the acceptance process and criteria for the above deliverable(s)
- ♦ Acceptance tests as defined in the Project Control Document, if any.

Contractor Responsibilities

- ♦ Provide appropriately skilled personnel, for finalizing the order and conducting the readiness assessment

LASD Responsibilities

- ♦ Provide access to or copies of project plans, schedules, architectural documents, and design documents directly related to this project
- ♦ Provide a "Technical Lead", to work with Subject Matter Expert (SME) on HP-UX, data center, facilities, HVAC, electrical systems, and fire detection systems

Task 4 – Deliver, Install & Test Server and Storage Environment at Monterey Park & Norwalk Data Centers

This task includes all the activities associated with the delivery and installation of hardware and operating software, at both Data Center sites. The installation of server hardware, storage hardware, and licensed system software as identified in Exhibit C (Price and Schedule of Payments), Exhibit D (Newly Licensed System Software), and Exhibit E (Currently Licensed System Software) shall be installed as part of this task.

Subtasks

Subtask 4.1: Deliver and Install Server Hardware and Software

Contractor shall install and start up server hardware and software and ensure that the servers are up and running. Installation tasks shall, at a minimum, include the following:

- ♦ Make sure that each server partition successfully boots
- ♦ Verify connectivity to key system peripherals
- ♦ Validate that the operating system recognizes all devices
- ♦ Apply patches to each partition
- ♦ Ensure that the operating environment applications exist on target partition and volume
- ♦ Configure system to meet network specifications and reliable end-to-end data transfer, between new servers and existing local systems

Contractor's approach is as follows:

- ♦ Onsite Installation and Startup - Provides final step in deployment process and ensures that Superdome solution is up and running quickly and to LASD's expectations
 - Each Superdome partition successfully boots
 - Connectivity is verified to key system peripherals and operating system recognizes all devices
 - HP recommended patches applied to each partition
 - Operating Environment applications exist on target partition and volume
 - System is configured to meet LASD's network specifications and reliable end-to-end data transfer between Superdome and one other local system is established
- ♦ Transition to Operations
 - Perform and/or check all items that have been documented in the design phase as agreed
 - Solve unexpected problems and smooth away the results of later additions and small changes of the original specs
 - Official handover of the solution and the final documentation

Subtask 4.2: Deliver and Install Storage

Contractor shall install and configure disk storage at both data centers. This includes testing and confirming connectivity to the server environment and operation of all disk storage. Additionally, all preliminary configuration shall be completed, in preparation for the SAN design and build task (task 6).

Task Deliverables**Deliverable 4.1: Delivered, Installed and Operable Server and Storage Environment at Monterey Park and Norwalk Data Centers**

Upon completion of this task, the new server and storage environments shall be installed and operable, at both the Monterey Park and Norwalk Data Centers. Contractor shall demonstrate operability to LASD, as part of the approval of this task. Contractor shall also deliver, to LASD, all appropriate technical documentation.

Acceptance Criteria

- ◆ Documentation - See "Document Review Process" for the acceptance process and criteria for the above deliverable(s)
- ◆ For Products, when Products pass HP's standard installation as defined in the Project Control Document.
- ◆ For Deliverables other than Products, acceptance tests as defined in the Project Control Document, if any.

Contractor Responsibilities

- ◆ Provide appropriately skilled personnel, for installing and testing solution environment

LASD Responsibilities

- ◆ Provide access to or copies of project plans, schedules, architectural documents, and design documents directly related to this project
- ◆ Provide a "Technical Lead", to work with Subject Matter Expert (SME) on HP-UX, data center, facilities, HVAC, electrical systems, and fire detection systems

Task 5 - HP-UX Customization and Integration

In this task, the Contractor shall be responsible for all customizations of the HP-UX environment, consistent with the detailed design developed as part of Task 2. Additionally, the Contractor shall conduct testing, to ensure that the customizations perform according to design specifications. Test results shall be documented in a test report and approved by LASD.

Subtasks

Subtask 5.1: Customize the HP-UX Environment Baseline

Tailor the HP-UX environment to meet the approved requirements and architectural design, specified in Subtask 2.2. The servers shall be configured to implement the LASD approved detailed design and architecture. This configuration shall include the installation of Service Guard and RAC.

Specific activities of this task include, at a minimum, the following:

- ♦ Validate and configure HP-UX software to include application and patch installations, LVM partition sizing, boot configuration, and remote console access
- ♦ Customize npars and kernel parameters
- ♦ Install additional OS software to comply with detailed design and application migration requirements
- ♦ Validate and configure network parameters to work with LAN and switches
- ♦ Create HP-UX and partition image
- ♦ Mirror root disks, for each npar, to secondary disks and make it bootable (Itanium partitions)
- ♦ Customize HP-UX, to support various EFI booting options (LAN and booting from mirror disk)

Subtask 5.2: Test the Customized HP-UX Environment

LASD will provide a baseline report, for existing system performance, for applications to be migrated to the new server environment. This baseline performance data will be the basis for construction of a test plan, by the Contractor. The test scripts will be executed and performance measured in the new environment. The results of the testing will be documented in a test report.

Task Deliverables

Deliverable 5.1: Customized and Tested Operating System on New Servers

Contractor shall provide LASD with customization documentation and test results and shall demonstrate the operation of the customized HP-UX environment, on the servers. All appropriate technical documents shall be delivered to LASD, as part of this task.

Acceptance Criteria

- ♦ Documentation - See "Document Review Process", for the acceptance process and criteria for the above deliverable(s).

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- ♦ Acceptance tests as defined in the Project Control Document.

Contactor Responsibilities

- ◆ Provide appropriately skilled personnel for Unix customization and performance reporting
- ◆ Provide appropriate knowledge and collateral, to aid in the creation of plans and designs
- ◆ Provide appropriately skilled personnel for installing and testing solution environment

LASD Responsibilities

- ◆ Provide appropriately skilled personnel for UNIX customization and performance reporting, to include Unix System Administrator and Oracle DBA.
- ◆ Provide team personnel, based upon requirements for the planning workshops
- ◆ Provide the information as and when requested by the vendor

Task 6 – Storage & SAN Customization, Integration and Data Migration

The purpose of this task is to validate the design, conduct planning, and implement the new Storage Area Network (SAN) environment. This includes the integration of LASD's existing storage in the new environment and comprehensive testing of the complete SAN environment. Additionally, the Contractor must migrate LASD data from existing storage to the new SAN environment.

Subtasks**Subtask 6.1: Build SAN**

Based upon the detailed design (Task 2), Contractor shall build the SAN environment including, but not limited to, the following activities:

- ◆ Configure all SAN hardware
- ◆ Connect fiber channel cables to switches, SAN, and servers
- ◆ Install latest software firmware or drivers to support the SAN environment.
- ◆ Define & configure LUN mapping
- ◆ Configure zoning for servers
- ◆ Validate user connectivity to the SAN.
- ◆ Contractor shall validate the integration of the SAN to the system.

Subtask 6.2: Conduct SAN Connectivity and Performance Tests

A complete series of SAN connectivity and performance tests will be conducted subsequent to building the SAN. These tests will be based upon a test plan and test results documented in a report. Testing to be conducted will include, at a minimum, the following types of connectivity testing:

- ◆ Test switches
- ◆ Test arrays
- ◆ Test connectivity to tape subsystems
- ◆ Test backup
- ◆ Test other connections.

Contractor shall also conduct performance testing. Test scenarios will be provided by LASD based upon the current environment. The results of the performance testing shall be documented in a report.

Subtask 6.3: Complete Initial Data Migration

Subsequent to building the SAN and testing connectivity, the Contractor shall conduct an initial data migration. Activities for this subtask include:

- ◆ Analyze storage layouts

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- ♦ Review backup and restore policies
 - ♦ Create map source/target list
 - ♦ Define migration strategy
 - ♦ Develop migration plan
 - ♦ Migrate at least two (2) instances to use in testing
 - ♦ Define data attributes and properties
 - ♦ Map from one environment to another
 - ♦ Validate data.

Task Deliverables

Deliverable 6.1: Customized and Tested SAN Environment

Contractor shall build, customize, and test the new SAN environment at both Monterey Park and Norwalk Data Centers. Contractor shall deliver a report documenting the results of connectivity and performance testing. As part of this task, Contractor shall also complete an initial data migration and provide documentation demonstrating that the initial data migration was successfully completed. Lastly, Contractor shall deliver to LASD all pertinent operations manuals and related technical documentation for the SAN environment implemented for LASD.

Contractor shall provide up to 12 days of technical consulting services to support this task given that the performance criteria are not yet defined.

Acceptance Criteria

- ♦ Documentation "Document Review Process" for the acceptance process and criteria for the above deliverable(s).
- ♦ Acceptance tests as defined in the Project Control Document.

Contractor Responsibilities

- ♦ Provide appropriately skilled personnel for SAN and Storage design and implementation.
- ♦ Provide appropriate knowledge and collateral to aid in the creation of plans and designs

LASD Responsibilities

- ♦ LASD will assign a Technical SAN Lead to work side-by-side with the SAN SME.
- ♦ Ensure the appropriate staff participates in analysis and planning for SAN detail design.
- ♦ LASD will be responsible for selecting and prioritization of data sources, users, and servers to be migrated.
- ♦ LASD will be responsible for any data clean up or migration of archival.

Task 7 – Storage Management

This task includes the activities associated with the installation of storage management software, configuration of the software to operate in the new storage/ SAN environment, to test the management software.

Subtasks

Subtask 7.1: Install Storage Management Software

SAN management software provided to manage the new environment shall be installed by Contractor. Further, Contractor shall demonstrate the functionality of this software to LASD.

Subtask 7.2: Configure Software to Operate with new Storage/SAN Environment

Subsequent to successful installation, the SAN management software shall be configured to meet the unique operational requirements of LASD. Configuration procedures and scripts shall be documented and delivered to LASD.

Subtask 7.3: Test Management Software

The SAN management software shall be adequately tested to ensure that it functions as intended and that, as configured, it meets LASD requirements for management of the SAN.

Task Deliverables

Deliverable 7.1: Installed and Tested Storage Management Software

Backup software shall be installed, configured, and tested. Contractor shall provide LASD with test results and related documentation for ongoing operation of the storage management software. Documentation delivered to LASD shall include operations manuals, maintenance procedures, and other related technical documentation.

Acceptance Criteria

- ♦ Documentation – "Document Review Process" for the acceptance process and criteria for the above deliverable(s).
- ♦ LASD sign-off will be considered acceptance for all deliverables for this task.
- ♦ Acceptance tests as defined in the Project Control Document.

Contractor Responsibilities

- ♦ Provide appropriately skilled personnel for SAN and Storage design and implementation.
- ♦ Provide appropriate knowledge and collateral to aid in the creation of plans and designs

LASD Responsibilities

- ♦ Los Angeles County Sheriff will assign a Technical SAN Lead to work side-by-side with the Storage Management SME.

Task 8 – Enterprise Backup Solution

In this task, the storage area management software installation and configuration will be extended to include backup software and the implementation of an enterprise backup solution. The backup software will be installed and configured in the new SAN environment. It will subsequently be tested and customized to ensure that it is fully functional and meets the needs of LASD for an enterprise backup solution.

Subtasks

Subtask 8.1: Install and Configure Backup Software in new SAN Environment

Contractor shall install and configure the backup software consistent with the detailed design document created as part of Task 2. Upon completion of this task, the backup software will be functional in the new SAN environment at both Data Centers.

Subtask 8.2: Test Backup Software

Using test scenarios based upon LASD backup requirements, Contractor shall test the backup software. Testing shall include the testing of the RMAN software. Test results will be documented in a test report that demonstrates the successful implementation of the backup software and functioning of associated backup scripts.

Subtask 8.3: Customize and Implement an Enterprise Backup Solution

The objective of this task is to customize the back-up software providing an integrated backup solution. All the scripts and related documentation to implement an enterprise backup solution shall be developed, tested, and demonstrated to LASD as part of this task. This task shall include, without limitation, the following activities:

- ♦ Configure backup and restore hardware and software to establish connectivity with database applications
- ♦ Integrate storage and SAN into the backup solution
- ♦ Create backup/recovery policies
- ♦ Create backup schedules and procedures
- ♦ Test the enterprise backup solution.

Task Deliverables

Deliverable 8.1: Installed and Tested Backup Software

Contractor shall demonstrate to LASD that backup software has been successfully configured and tested to meet LASD requirements as specified in the detailed design document (Task 2). Scripts and related documentation shall be delivered to LASD.

Deliverable 8.2: Fully Operable Enterprise Backup Solution

Contractor shall demonstrate to LASD a fully operable enterprise backup solution. Contractor shall deliver to LASD all documentation required for the ongoing operation of the enterprise backup solution. This includes operations manuals, maintenance procedures, RMAN documentation, and all other related technical documentation.

Acceptance Criteria

- ♦ Documentation - See "Document Review Process" for the acceptance process and criteria for the above deliverable(s).
- ♦ LASD sign-off will be considered acceptance for all deliverables for this task.
- ♦ Acceptance tests as defined in the Project Control Document.

Contractor Responsibilities

- ♦ Provide appropriately skilled personnel for Backup & Recovery design and implementation.
- ♦ Provide appropriate knowledge and collateral to aid in the creation of plans and designs

LASD Responsibilities

- ♦ Los Angeles County Sheriff will assign a Technical Backup Lead to work side-by-side with the Backup SME.

Task 9 – Oracle Implementation in the New Environment

This task includes the installation, configuration, implementation, integration, and testing of Oracle 8i and 9i databases in the new environment at both Data Centers.

Subtasks**Subtask 9.1: Validate Design for Oracle Database**

The Contractor shall review and validate the detailed design for the Oracle database installation and configuration and provide recommendations on any required changes to the proposed configuration. This design will include the implementation of Oracle's RAC software. The Contractor shall provide up to 10 days of technical consulting services to support this task.

Subtask 9.2: Install Oracle 8i and 9i Software and Patches

LASD will take the lead role in the installation of Oracle 8i and 9i, including RAC, RMAN, and patch sets. The Contractor shall provide up to 10 days of technical consulting services to support this task.

Subtask 9.3: Test Connectivity and Operation of Oracle Databases with Existing Applications

LASD will take the lead role in the testing of connectivity and operation of the Oracle databases, using existing applications. This testing will include use of RMAN and the testing of backup and restore procedures. The Contractor shall provide up to 10 days of technical consulting services to support this task.

Task Deliverables**Deliverable 9.1: Technical Assistance in Oracle Implementation in New Environment**

Contractor shall provide up to 10 days technical consulting for each of the subtasks identified under this task, i.e. a total of 30 days for this Task 9. LASD will take the lead role in the installation of Oracle software and Contractor shall provide the following:

- ◆ Validation of the detailed design and configuration for the Oracle database.
- ◆ Support installation of 8i and 9i software and patches.
- ◆ Support testing of the connectivity and operation of Oracle software.

Acceptance Criteria

- ◆ Deliverable will be considered complete at the end of the 30 days of technical consulting
- ◆ The definition of work to be done during this task will be mutually agreed to in the Project Control Document.
- ◆ Acceptance tests as defined in the Project Control Document.

Contactor Responsibilities

- ◆ Provide appropriately skilled personnel for Oracle implementation
- ◆ Provide appropriate knowledge and collateral to aid in the creation of plans and designs

LASD Responsibilities

- ◆ LASD will assign a Technical Oracle Lead to work side-by-side with the Oracle SME
- ◆ LASD will provide proper Oracle installation media and licensing for RAC implementation

Task 10 – Application Migration to Test Environment

This task consists of the successful migration of existing LASD applications, as specified in the RFP, from their existing environments, to the test partition of the new computing and storage environment. Upon completion of this task, the migrated applications will be fully operational in test mode, within the new environment. The application migration shall include: validating the design; setting implementation priorities, contingencies, and processes; and conducting complete testing, sufficient to meet pre-defined acceptance criteria.

Subtasks

Subtask 10.1. Prepare a Detailed Application Migration Plan, including a Test Plan and Acceptance Criteria

A detailed plan for migration of all the relevant LASD applications, including interfaces, will be developed. This plan will include testing and acceptance criteria. LASD will take the lead role in this task. Contractor shall provide up to 10 days of technical consulting services to support this task.

Subtask 10.2: Prepare Development and Test Environment for Application Migration

The development and test environment will be prepared, based upon the application migration plan, which was developed as part of Subtask 10.1. LASD will take the lead role in this task. Contractor shall provide up to 10 days of technical consulting services to support this task.

Subtask 10.3: Perform the Application Migration to the Test Environment

The application migration will be executed in the test and development environment, consistent with the plan. Subsequently, testing will be conducted, to ensure that the application migration was successful and meets the acceptance criteria. LASD will take the lead role in this task. Contractor shall provide up to 10 days of technical consulting services to support this task.

Task Deliverables

Deliverable 10.1: Technical Assistance in Application Migration to Test Environment

Contractor shall provide up to 10 days technical consulting for each of the subtasks identified under this task. LASD will take the lead role in the application migration to the test environment.

Acceptance Criteria

- ♦ Deliverable will be considered complete at the end of the 30 days of technical consulting
- ♦ The definition of work to be performed during this task will be mutually agreed to in the Project Control Document.

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- ♦ Acceptance tests as defined in the Project Control Document.

Contactor Responsibilities

- ♦ Provide appropriately skilled personnel for Application Migration.
- ♦ Provide appropriate knowledge and collateral, to aid in the creation of plans and designs

LASD Responsibilities

- ♦ LASD will assign a Technical Application Lead, to work side-by-side with the Application SME

Task 11 – Performance Testing, Validation and System Monitoring

This task is to perform testing and validation of performance and capacity, in the new environment (compared to the old environment) and identify problems, which can be remedied by adjusting the computing and storage configurations. This task will also include the implementation of OpenView Operations, in order to provide a management console to be used by the LASD administrative team in charge of the servers. This solution will facilitate integration of the functionality of the appropriate tools to manage system operations and performance while creating a platform to provide future expandability of management services. The primary portion of this task would occur between Task 11 and Task 12, while certain portions could be performed during Tasks 5 through 13 (e.g. loading the agents when the Operating System is being loaded).

A - Performance Testing and Validation**Subtasks****Subtask 11.1: Prepare a Detailed Performance Testing and Validation Plan, including Acceptance Criteria**

Contractor shall prepare a performance testing and validation plan that includes the following:

- ◆ Identification of the performance test environment, the units of measure, and the performance criteria associated with each test
- ◆ A detailed plan including, without limitation, the parameters and application settings that will constitute the scope and extent of each performance test

Subtask 11.2: Install Data Collection Software, Create and Configure Data Collection Parameters

Contractor shall install software, to collect performance statistics, and configure the software parameters, to collect data on applications operating in the new server environments. Data will be sampled for an adequate time period, to measure performance in the new environment (compared to the old environment).

Subtask 11.3: Analyze System Performance at a Global and Application Level and Prepare a Report with Recommendations for Configuration Tuning

The performance data collected will be analyzed, in aggregate and at the individual application level. This data will be compared to baseline performance measures from the old environment and also measured against performance goals for the new environment. The results of this analysis will be documented in a report that includes recommendations, if any, for configuration tuning.

Task Deliverables

Deliverable 11.1: Detailed Performance Testing and Validation Plan Document

The performance data collected will be analyzed, in aggregate and at the individual application level. This data will be compared to baseline performance measures from the old environment and also measured against performance goals for the new environment. The results of this analysis will be documented in a report that includes recommendations, if any, for configuration tuning.

Deliverable 11.2: Installation of Performance Software and Conduct Performance Report with Recommendations for Tuning

Contractor shall install appropriate software, conduct performance tests, and document findings (including recommendations for performance tuning) in a report submitted to LASD.

Acceptance Criteria

- ♦ Documentation - See "Document Review Process" for the acceptance process and criteria for the above deliverable(s).
- ♦ Acceptance tests as defined in the Project Control Document.

Contactor Responsibilities

- ♦ Provide appropriately skilled personnel for Performance Testing and Validation.
- ♦ Provide appropriate knowledge and collateral, to aid in the creation of plans and designs

LASD Responsibilities

- ♦ LASD will assign a Technical Performance Lead, to work side-by-side with the Performance SME

B – HP Openview System Monitoring

Subtasks

Subtask 11.4: Planning Workshop

Facilitate a half-day Analysis and Planning Workshop with LASD systems management staff to determine the systems to be managed, events to be reported, configuration requirements of the Management Server, and to identify additional requirements necessary to successfully deploy OpenView Operations into the LASD environment.

Subtask 11.5: Systems & Network Analysis

Analyze the target systems and network environment to identify the configuration changes that will be required for the successful implementation of OpenView Operations.

Subtask 11.6: Installation & Configuration

Install and configure OpenView Operations, related patches, and OpenView Operations-supported Oracle Database on the Management Server. Within the OpenView Operations environment, the OpenView Operations Node Bank, Node Groups, Message Groups, Operator Bank, and Application Desktop will be configured in accordance with the requirements defined in the Analysis and Planning Workshop.

- ♦ Install OpenView Operations Agents on up to four (4) servers / sixteen (16) partitions and provide instructions for installing additional agents.
- ♦ Customize up to fifteen (15) events designed to meet LASD requirements.

Subtask 11.7: Knowledge Transfer

Provide on-site knowledge transfer to LASD systems management staff regarding the use of OpenView Operations in the LASD environment and the customization required to complete the implementation.

Recommendations will also be provided on the components of OpenView Operations that best satisfy LASD requirements for monitoring and maintaining the LASD network.

Assumptions

- ♦ The network is TCP/IP over Ethernet.
- ♦ Personnel knowledgeable of the environment, requirements and configuration are available in a timely manner.
- ♦ The scope of this implementation is limited to the deliverables specifically stated above. It does not include the integration of other OpenView or non-OpenView products or OV/Operations features that are not specifically stated above, such as integration with e-mail or trouble ticket systems, advance auditing capabilities or Advanced Network Security extensions. These requirements can be addressed in a separate document if desired.

Task Deliverables**Deliverable 11.3: Documentation for OpenView Operations Implementation**

Contractor shall deliver to LASD all documentation required for implementation of the OpenView Operations solution.

Deliverable 11.4: Operable OpenView Operations Solution

Contractor shall demonstrate to LASD the successful implementation and operation of OpenView Operations per subtasks 11.4, 11.5 and 11.6.

Acceptance Criteria

- ♦ See "Document Review Process", for the acceptance process and criteria for the above deliverable(s).
- ♦ Acceptance tests as defined in the Project Control Document.

♦

Contractor Responsibilities

- ♦ Provide appropriately skilled personnel for HP OpenView Operations Provide appropriate knowledge and collateral, to aid in the creation of plans designs and implementation.

LASD Responsibilities

- ♦ The LASD will make available a key individual to coordinate all interviews or meeting schedules during the course of this engagement.
- ♦ The LASD will provide on-site working facilities including desks, printer, power, analog phone line, network access, and phone access during the course of the engagement.
- ♦ The LASD must insure that their DNS environment is well defined, maintained and accurate.
- ♦ The LASD will insure that the SNMP community names are documented and consistent throughout the environment.

Task 12 – Design and Implement High-Availability Solution at Monterey Park & Norwalk Data Centers

The mission-critical applications must be protected from hardware and software failures. To meet this need, the Contractor shall design, plan, implement, and test a high-availability solution at both Data Centers. This will be accomplished using operating software tools available in the upgraded computing and storage environment, in combination with Oracle high-availability tools. Existing high-availability solutions, used by LARCIS, and Custody applications will be taken into account, as part of the design of the high-availability solution. The services provided as part of this task include the design, planning, implementation, and testing of a highly-available HP-UX-based infrastructure.

Subtasks**Subtask 12.1: Design the High-Availability Solution**

This task includes the analysis, planning, and design of a high-availability solution developed in conjunction with LASD staff. The design will be captured in a design document, including a test plan with test scripts.

Subtask 12.2: Implement the High-Availability Design

This task consists of defining and creating the clusters and configuring the packages/scripts to support high-availability requirements. Testing will then occur, to exercise defined failure scenarios. All failover scripts and procedures will be documented and delivered to LASD.

Task Deliverables**Deliverable 12.1: High Availability Design Document, All Scripts and Related Documentation**

Contractor shall deliver to LASD all scripts and related documentation required for implementation of the high-availability solution.

Deliverable 12.2: Operable High-Availability Solution at Monterey Park and Norwalk Data Centers

Contractor shall demonstrate to LASD the successful implementation and operation of high-availability, at both the Monterey Park and Norwalk Data Centers. Documentation shall be delivered to LASD, including operations manuals and related technical documentation.

Acceptance Criteria

- ♦ Deliverable will be considered accepted when the High Availability Solution at Monterey Park and Norwalk Data Centers are successfully demonstrated, using an agreed-to test plan
- ♦ Acceptance tests as defined in the Project Control Document.

Contactor Responsibilities

- ♦ Provide appropriately skilled personnel for MC/Service Guard and Oracle RAC implementation
- ♦ Provide appropriate knowledge and collateral, to aid in the creation of plans and designs
- ♦ The Contractor's responsibility is limited to four Oracle production clusters: including the Custody cluster and the LARCIS cluster

LASD Responsibilities

- ♦ Install, configure, and test all included applications, according to recommendations from the planning phase
- ♦ Provide application failover test scenarios
- ♦ Provide Contractor with exclusive super-user level access to the systems for installation and testing
- ♦ Provide Contractor access to LASD personnel, with knowledge of computer systems and the application environment
- ♦ Address and resolve User ID inconsistencies
- ♦ Provide access to technical resources, at third party software suppliers, as necessary, for application integration, as and when requested by Contractor
- ♦ All network connectivity.

Task 13 – Production Planning & Implementation

This task involves the implementation of the migrated applications in production, using the new computing and storage environment. Completion of this task in conjunction with mutually agreed Initial Systems Acceptance Criteria defined in the Project Control Document, constitutes Initial System Acceptance.

Subtasks**Subtask 13.1: Create a Production Migration Plan**

Based upon the experience gained in the completion of the application migration to the test environment, a migration strategy will be developed for the production environment. This production migration plan will be documented, prior to migration of applications to full production use. LASD will take the lead role in this task. Contractor shall provide up to 20 days of technical consulting services to support this task.

Subtask 13.2: Migrate Applications to Production Use in the new Environment

Upon completion of the production migration plan, the applications will be moved from test to production. LASD will take the lead role in this task. Contractor shall provide up to 20 days of technical consulting services to support this task.

Task Deliverables**Deliverable 13.1: Technical Assistance in the Migration of Applications to Production Use**

Contractor shall provide up to 10 days technical consulting for each of the subtasks identified under this task. LASD will take the lead role in the application migration to full production use and Contractor shall provide the following:

- ◆ Support generation of production migration plan.
- ◆ Support migration plan as it is implemented in test environment.
- ◆ Support moving applications from test to production.

Acceptance Criteria

- ◆ Deliverable will be considered complete at the end of the 40 days of technical consulting
- ◆ The definition of work to be done during this task will be mutually agreed to in the Project Control Document.
- ◆ Acceptance tests as defined in the Project Control Document.

Contractor Responsibilities

- ◆ Provide appropriately skilled personnel for production implementation
- ◆ Provide appropriate knowledge and collateral, to aid in the creation of plans and designs

Task 14 – Training & Knowledge Transfer

In this task, the Contractor shall provide continuous oversight and mentoring to LASD personnel responsible for the implementation of this project. Formal training classes, as appropriate, shall also be delivered to LASD staff. Contractor shall share best practices and experience in the actual operation and management of the LASD specific environment.

Subtasks**Subtask 14.1: Provide Mentoring to LASD Staff**

One objective of this project is to ensure that the LASD staff have the skill sets and tools to manage the new environment, subsequent to production use. Contractor shall mentor LASD staff, throughout the life of this project, to support meeting this objective.

Subtask 14.2: Deliver Technical Training to LASD Staff

In addition to mentoring, formal training shall also be conducted, including the delivery of training materials to LASD. Contractor shall specify the level of training credits, if any, available to LASD, as part of this project.

See the list of recommended formal training, located at the end of this section.

Task Deliverables**Deliverable 14.1: Trained LASD Staff and Training Materials**

Contractor shall deliver training materials and provide technical training to LASD staff, for all relevant components of this project, with the goal of ensuring that LASD staff has the necessary skills and technical documentation to manage the new environment, subsequent to production use.

Acceptance Criteria

- ◆ Acceptance occurs upon delivery of training and training materials
- ◆ Acceptance tests as defined in the Project Control Document.

Contractor Responsibilities

- ◆ Provide appropriately skilled personnel for production implementation
- ◆ Provide appropriate knowledge and collateral, to aid in the creation of plans and designs

LASD Responsibilities

- ◆ LASD is responsible for the Training Plan and Schedule

Recommended Formal Training

This subsection addresses the recommended formal training for the Los Angeles County Sheriff's Department. HP offers multiple training options including:

- ♦ **ILT** - instructor-led training at an HP facility
- ♦ **OILT** - on-line instructor-led
- ♦ **WBT** - web-based training
- ♦ **RAIL** - the new remotely assisted instructor-led training, which allows the student to attend formal instruction including labs from his or her own office, using HP's virtual classroom technology.

The recommended courses for LASD are listed in the table below and described in the following subsections:

course	Next Dates Offered	FORMAT & DURATION	recommended number of students
H4831AAE Introduction to Your SuperDome System	5/17	OILT 2 Hours	2 per site
HP-UX 11i v2 administration for experienced HP-UX administrators	6/21	RAIL 4 Days	2 per site
HP-UX partition management with vPars and nPars	5/18, 6/8, 6/29	RAIL 4 Days	2 per site
HP-UX resource management with PRM & WLM	5/4, 8/3	RAIL 4 Days	2 per site
HP MC/SG II	5/25, 6/21, 6/29	ILT 3 Days	2 per site
Supporting HP Integrity servers in a Windows Server 2003 Enterprise/Data Center Edition environment	Unknown	RAIL 2 Days	1 @ Norwalk

Introduction to your SuperDome System

This 2-hour online instructor-led seminar is an introduction to the HP-UX 11i operating environments and the basic components of a SuperDome system. The emphasis is on the system complex, utility system, and SuperDome configurations.

HP-UX 11iv2 Administration for Experienced HP-UX System Administrators

This course prepares experienced HP-UX 11i v1 administrators to successfully manage HP-UX 11i v2 on HP's new Integrity and rxservers. Key Topics include:

- ◆ Understanding the features of HP's new Integrity servers
- ◆ Understanding HP-UX 11i v2 hardware addressing
- ◆ Managing interface cards via pdweb
- ◆ Accessing and managing the Integrity MP console interface
- ◆ Managing the 11i v2 boot process via the EFI
- ◆ Installing and updating HP-UX 11i v2
- ◆ Managing HP-UX 11i v2 kernels via kcweb, kcmodule, & kctune
- ◆ Managing HP-UX 11i v2 selective & compressed crash dumps
- ◆ Creating, modifying, booting, and removing node partitions

HP-UX partition management with npar & vpar

This hands-on course prepares students to effectively configure and manage virtual and node partitions using HP's nPar and vPar partition management tools, as well as Online Addition and Replacement (OLA/R), Instant Capacity on Demand (ICOD), Pay Per Use (PPU), and Processor Set (Psets) technology. Key topics include:

- ◆ Understanding HP's partitioning continuum technologies
- ◆ Understanding nPar and vPar hardware requirements
- ◆ Accessing nPar and vPar consoles via the GSP/MP
- ◆ Configuring and managing node partitions (nPars)
- ◆ Configuring and managing virtual partitions (vPars)
- ◆ Adding and replacing interface cards with HP OLA/R
- ◆ Configuring and managing Psets
- ◆ Managing CPU resources with HP iCOD
- ◆ Managing CPU resources with HP PPU

HP-UX resource management with PRM & WLM

Process Resource Manager (PRM) and Workload Manager (WLM) are two key components of HP's adaptive infrastructure initiative, which make it possible to dynamically allocate CPU, memory, and disk resources to meet application service level objectives. This hands-on course covers all aspects of installing, configuring, monitoring, and managing PRM and WLM. The course is 50 percent lecture and 50 percent hands-on. Key topics include:

- ◆ PRM concepts
- ◆ Configuring PRM user and application groups
- ◆ Controlling memory, disk, and CPU usage with PRM
- ◆ Configuring PRM via xprm
- ◆ Monitoring PRM via SNMP
- ◆ Troubleshooting PRM
- ◆ WLM concepts

-
- ♦ Defining WLM Service Level Objectives (SLOs)
 - ♦ Defining WLM tune structures
 - ♦ Supplying data to WLM with wlm send, wlmrcvdc, and
 - ♦ GlancePlus
 - ♦ Monitoring WLM via EMS
 - ♦ Managing virtual partitions (vPars) with WLM
 - ♦ Integrating WLM with iCOD, ServiceGuard, and other applications

Hands-on with MC/ServiceGuard II

This course provides system administrators who manage existing MC/ServiceGuard clusters with the knowledge and skills needed to extend their clusters and increase the functionality of their packages. The course is 50 percent lecture and 50 percent hands-on. Key topics include:

- ♦ Review: Cluster concepts
- ♦ Review: Package concepts
- ♦ Review: Cluster concepts
- ♦ Review: Package concepts
- ♦ Package enhancements
- ♦ Managing package performance with PRM
- ♦ Managing package dependencies
- ♦ Configuring a highly available web server
- ♦ Upgrading from a 2-node to a 4-node cluster
- ♦ Disaster recovery with campus clusters
- ♦ Disaster recovery with metro clusters
- ♦ Disaster recovery with continental clusters
- ♦ ServiceGuard theory of operations
- ♦ ServiceGuard Oracle Parallel Server edition

Supporting HP Integrity servers in a Windows Server 2003 Enterprise/Data Center Edition environment

This 2-day hands-on course provides experienced Windows 2003 system administrators with the tools needed to install and manage Windows 2003 Enterprise or DataCenter Edition on an HP Integrity server. Key topics include:

- ♦ Describe the major features and components of HP's Integrity server line-up
- ♦ Access and use the MP console, virtual front panel, and command menu interfaces
- ♦ Understand the EFI (Extensible Firmware Interface) , Boot disk structure and partitions
- ♦ Manage the Windows Server 2003 boot process via the EFI interface
- ♦ Create, modify, boot, and remove node partitions (nPars) locally and remotely
- ♦ Install, setup and configure Windows2003 Enterprise and/or DataCenter Edition on HP Integrity Servers

HP Openview Training

Courses to be recommended once LASD skills have been assessed and in conjunction with quoted value.

Task 15 – Final System Acceptance & Project Closeout

The system, in its entirety, will be accepted by LASD, subsequent to a 90-day period of operation, with no Deficiencies.

Contractor shall closeout the project by reviewing, with LASD, all documentation and project results, against pre-defined acceptance criteria.

Subtasks**Subtask 15.1: Accept the System**

After 90 days of operation of the migrated applications to the new environment with no Deficiencies, LASD will accept the system. This acceptance will be done in accordance with the Acceptance Test Plan and will be final acceptance of the new servers, storage, software, and related services provided as part of the project.

Subtask 15.2: Project Closeout

Contractor shall participate in the Project Closeout meeting.

Task Deliverables**Deliverable 15.1: Operable Systems at Monterey Park and Norwalk Data Centers with No Deficiencies**

Final system acceptance shall occur upon operation of the new environment, with no Deficiencies, for 90 days, when performed against the Acceptance Test Plan.

Deliverable 15.2: De-Installation and Removal of Replaced Servers from Data Centers

Contractor shall de-install and remove all replaced servers and related equipment, from the Monterey Park and Norwalk Data Centers, upon final system acceptance.

Deliverable 15.3: Project Closeout Meeting Minutes & Proof of Acceptance

Contractor personnel will conduct a Project Closeout meeting, to deliver Proof of Acceptance forms of all Project Deliverables and the Completed Project Closeout form. This deliverable is the final deliverable of this SOW and will formally document the closure of the project.

Acceptance Criteria

- ♦ Acceptance occurs upon successful operation of systems at Monterey Park and Norwalk Data Centers, as defined in the Acceptance Test Plan
- ♦ Acceptance tests as defined in the Project Control Document.

Contractor Responsibilities

- ♦ Participate in preparation of Project Closeout documents, in preparation for review

LASD Responsibilities

- ♦ Attend Closeout Meeting and sign Proof of Acceptance

Project Assumptions

General Exclusions and Limitations

The following additional general exclusions and limitations apply:

- ♦ Contractor consulting services are performed during normal business working hours: generally Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding Contractor holidays.
- ♦ Contractor will work with and operate from two facilities, Norwalk and Monterey Park as well as contractor facilities.

General

- ♦ All deliverable documentation created for this engagement will be available in both hard copy and electronic format. The electronic format will be Microsoft Office. The engagement planning software used for this engagement is MS Project 2000.
- ♦ Acceptance of the deliverables will be deemed to have occurred upon completion of the applicable acceptance criteria for such deliverable, as provided in this Statement of Work and Project Control Document.

People

- ♦ Contractor will, insofar as possible, accommodate the pairing of our implementation resources with the appropriate LASD resources, to facilitate knowledge transfer during implementation. The appropriate hours and resource effort to facilitate this knowledge transfer is up to the discretion and decision of the Contractor Project Manager, contingent on the impact to the overall project schedule.

Technology

- ♦ Any changes in scope to the tasks of the Statement of Work, or inaccuracy in assumptions, will necessitate a change to the Statement of Work and will be handled according to the Change Management Process.
 - ♦ Contractor is not responsible for data corruption in the baseline data set, or the inability to create baseline data, due to failures outside of Contractor's control. Changes in the project, associated with recovery from such events, will be handled according to the Change Management Process.
 - ♦ All LASD provided software are compatible with HP-UX 11/v2 and MC/ServiceGuard.
 - ♦ Contractor is not responsible for providing any necessary 3rd party software licenses, for the applications to be migrated except for software provided under this agreement.
 - ♦ Appropriate physical and administrative access, to servers in the current server environment, will be provided to the Contractor, as required.
 - ♦ Contractor is not responsible for the provisioning and maintenance of any network components and circuits between the two sites.
- Final System Acceptance is limited to a 90 day period with no Deficiencies, the last 15 days of which must be consecutive. If a Deficiency arises during the first 75 days of the 90 day period of operation, acceptance will be suspended until

the Deficiency is remedied. Once remedied the first 75 days of the 90 day period will continue from the point it was suspended and continue to completion of the first 75 days of the 90 day period of operation. If a Deficiency were to occur during the last 15 days, acceptance will be suspended until the Deficiency is remedied and, once remedied, the 15 day period will begin again from the first day of such 15 day period. LASD will not make any modification to the System during the aforementioned 90 day period unless LASD and Contractor mutually agree that such modification is mission critical and Contractor provides its prior approval of such modification. Deficiencies caused by County modifications to the System during such 90 day period, other than mission critical modifications approved pursuant to the preceding sentence, will not suspend the 90 day period and will not reset the last 15 day period.

Client Responsibilities

The following is a list of items that Contractor would like to have addressed by LASD in the Project Control Document:

- ♦ Identify a LASD executive System Consolidation sponsor; preferably someone with the capability to "make things happen" inside LASD, in the event a project escalation issue arises.
- ♦ The executive sponsor will be briefed periodically, by Contractor, during the life of the project and should be willing to make time on their schedule for HP consultation, if required.
- ♦ Identify a "Project Lead", as a single point of contact between contractor and LASD.
- ♦ Identify a "Technical Lead", to work with the Contractor technology consultants.
- ♦ Assign a Project Manager or Project Lead contact responsible for all LASD aspects of this Project.
- ♦ The LASD Project Manager must be authorized to make all decisions relative to the project, including identification and assignment of LASD resources.
- ♦ The LASD Project Manager will be responsible for acceptance of deliverables, in accordance with the project schedule.
- ♦ The LASD Project Manager will verify compliance of each deliverable, with the acceptance criteria defined in the project plan.
- ♦ Assign executives, managers, and other personnel, as appropriate, to work with Contractor, throughout the life of the project.
- ♦ Provide a suitable work area, commensurate with the number of on-site Contractor consultants working at each site – Norwalk and Monterey Park. The work area will include desks, chairs, telephones, and at least one analog line (suitable for modem digital data transmission), for communicating remotely with HP's network.
- ♦ Provide the Contractor Project Lead with the current LASD IT organization chart (including Los Angeles County IT organization chart, if relevant).

Other Considerations To Be Included In The Project Control Document:

Document Review Process

When Contractor creates documentation, as part of the project, each document deliverable will initially be developed in draft form. The Project Managers may schedule working sessions, inclusive of Contractor and/or LASD personnel, to refine the draft document, as it is written.

When the draft document is complete, the Contractor Project Manager will submit the initial release document to LASD's Project Manager, for review and comment. The LASD Project Manager will be responsible for distributing copies of the initial release document, for LASD internal review. The LASD Project Manager is responsible for consolidating LASD comments and for providing a clearly marked version of the draft document to Contractor's Project Manager. The LASD Project Manager will have three (3) working days to review and return the consolidated comments to the Contractor Project Manager, unless otherwise agreed to by the parties. Contractor will review and evaluate LASD's comments and respond to them in writing, within three (3) working days. The LASD comments and Contractor's recommendations will be discussed and integrated into a final version and delivered to LASD's Project Manager, within three (3) working days, unless otherwise agreed to by the parties. Document acceptance will be agreed upon in the Project Control Document. County acknowledges that its failure to adhere to the above-referenced timelines may impact Contractor's ability to complete its obligations under the Agreement within its agreed to price and in a timely manner and may cause Contractor to file a notice of delay pursuant to Paragraph 15 (Notice of Delay) of Exhibit A (Additional Terms and Conditions) of the Agreement.

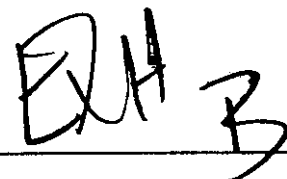
Deliverables and Acceptance Testing

For Deliverables requiring acceptance testing, Contractor and LASD will develop the Acceptance Test Plan ("ATP") which must be mutually agreed upon by the parties and included in the Project Control Document (PCD).

Notwithstanding anything to the contrary set forth in this Statement of Work, the procedures for obtaining County Project Director's approval of each Deliverable, which approval shall be based upon the acceptance testing criteria for such Deliverable, are as set forth in Paragraph 6 (Work; Approval and Acceptance) of the Agreement.

Contractor will notify LASD when the Deliverable is ready for acceptance testing and such testing will commence within five (5) business days of such notice. Within five (5) business days after completion of testing, LASD will either sign the acceptance report provided by Contractor or, if Contractor was unable to satisfactorily complete the ATP, notify Contractor in writing detailing any failure of the Deliverable to conform to above "Requirements For Deliverables". Within a reasonable time, Contractor will correct any such non-conformance and redeliver

the Deliverable for a repeat of the ATP process described above. County acknowledges that its failure to adhere to the above-referenced timelines may impact Contractor's ability to complete its obligations under the Agreement within its agreed to price and in a timely manner and may cause Contractor to file a notice of delay pursuant to Paragraph 15 (Notice of Delay) of Exhibit A (Additional Terms and Conditions) of the Agreement.

**Cruz, Joseph A.**

From: Drukker, Amanda L. [adrukker@sidley.com]
Sent: Friday, June 04, 2004 1:19 AM
To: Joseph A. Cruz (E-mail); Amy Wang (E-mail)
Cc: Gary Gross (E-mail); Hofheimer, Joshua T.; Kline, Justin; David Ramirez (E-mail); Rumi Salihue (E-mail)
Subject: Server Project: Final SOW / Set of Docs for Logicalis

<<Server Project SOW.pdf>>

Joe and Amy:

Attached is a PDF with the final version of the SOW. Unfortunately, we have not yet reached agreement on Exhibit D, Exhibit H or Exhibit K.

As you all have PDFs assembled and have control over a number of exhibits, would you please assemble in an email final versions of the Agreement, Exhibits A through C, E through G, I, J, L through P to Robert Maxwell and Justin Cawood at Logicalis (robert.maxwell@us.logicalis.com and justin.cawood@us.logicalis.com)? It would be helpful if this could be done very early in the morning tomorrow. I can be reached by cell phone if you have any questions about this -- 562/896-4034.

Thank you.

Amanda M. L. Drukker

Sidley Austin Brown & Wood LLP
555 W. Fifth Street
Los Angeles, CA 90013
(213) 896-6029 (phone)
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Sidley Austin Brown & Wood LLP mail server made the following annotations on 06/04/2004, 03:21:58 AM

This e-mail is sent by a law firm and may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

6/4/2004

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

EXHIBIT C
Price and Schedule of Payments

Task	Deliverables (Pay Points Only)	Time and Materials ("T&M")	Total for Deliverable	Maximum Payable Amount	Notes
Install and Test Server and Storage Environment at Monterey Park and Norwalk Data Centers	Install and Test Server and Storage Environment at Monterey Park and Norwalk Data Centers		\$4,166,418.92		Upon certification by vendor and confirmation by Los Angeles County Sheriff's Department that the server and storage environment at both Data Centers are installed and operable, LAC-CAL payment will be made for cost of hardware, software, shipping, and taxes.
All the tasks related to project planning, detailed design and validation, preparing for installation, ordering, and installing hardware and software.	Completion of Tasks 1, 2, 3 and 4		\$223,266.79		Upon completion of the project planning, design, pre-installation, and installation tasks and deliverables, 25% of the total fixed costs for services provided shall be invoiced and paid.
Maintenance Upgrade to Critical Systems Support (SuperDome Warranty Period)	Critical Systems Support Maintenance Agreement (SuperDome Warranty Period)		\$438,605.07		At the time of initiation of SuperDome Warranty Period (acceptance of Deliverable 4.1 pursuant to Paragraph 6 (Work; Approval and Acceptance), maintenance upgrade for year one to provide critical systems support will be invoiced and paid.
Maximum Total For Tasks				\$4,828,290.78	
All the tasks related to customization of the environment including UNIX, storage, openview, and backup.	Completion of all deliverables for Tasks 5, 6, 7, 8, and 9, and relevant components of 12.		\$223,266.79		Upon Completion of the customization tasks and deliverables, 25% of the total fixed costs for services provided shall be invoiced and paid.
All the Implementation Support Services tasks related to Oracle implementation.	Maximum T&M costs for Task 9.	T&M	\$66,220.00		Maximum T&M payment for services provided for Task 9 - Oracle Implementation.
Maximum Total For Tasks				\$289,486.79	
All the tasks related to migration of applications to test environment, testing, high-availability, and migration to production use.	Migration of Applications to Production Use (Initial System Acceptance)		\$223,266.79		Upon completion of the migration of all applications to production use, 25% of the total fixed costs for services provided shall be invoiced and paid.
All the Implementation Support Services tasks related to application migration to test environment.	Maximum T&M costs for Task 10.	T&M	\$79,559.67		Maximum T&M payment for services provided for Task 10 - Application Migration to Test Environment.
All the Implementation Support Services tasks related to production planning and implementation.	Maximum T&M costs for Task 13.	T&M	\$98,220.00		Maximum T&M payment for services provided for Task 13 - Production Planning and Implementation.
Maximum Total For Tasks				\$401,046.46	
14. Training & Knowledge Transfer	Completion of all Deliverables for Task 14				
15. Final System Acceptance	For Task 15, operable systems at Monterey Park and Norwalk Data Centers with no deficiencies.		\$223,266.79		Upon completion of a 90-day period of operation with no deficiencies, the remaining 25% of the total fixed costs shall be invoiced and paid.
Maximum Total For Tasks				\$223,266.79	
Total All-in to Final Acceptance				\$5,742,090.82	
Pool Dollars				\$100,000.00	
Maintenance Upgrade to Critical Systems Support (First Optional CSS Period)	Critical Systems Support Maintenance Agreement (First Optional CSS Period)			\$1,230,353.00	If, and only if, County elects to extend the Term for such Optional CSS Period, then maintenance upgrade for such Optional CSS Period will be invoiced and paid.
Maintenance Upgrade to Critical Systems Support (Second Optional CSS Period)	Critical Systems Support Maintenance Agreement (Second Optional CSS Period)			\$1,291,868.94	If, and only if, County elects to extend the Term for such Optional CSS Period, then maintenance upgrade for such Optional CSS Period will be invoiced and paid.
Maximum Contract Sum				\$8,364,312.76	

APPENDIX 1 to EXHIBIT C
Hourly and Daily Labor Rates

Pool Dollars - Hourly Labor Rate: \$250.00/hour*

Pool Dollars - Daily Labor Rate: \$2000.00/day*

Implementation Support Services Tasks - Hourly Labor Rate: \$300.00/hour**

Implementation Support Services Tasks - Daily Labor Rate: \$2400.00/day**

* Rate is applicable to payment for all Work with respect to which Pool Dollars are utilized.

** Rate is applicable to payment for all Implementation Support Services tasks (identified as such on the body of Exhibit C (Price and Schedule of Payments)) with respect to which Contractor provides less than the number of hours or days budgeted for such tasks in the Statement of Work or any approved Change Order or Amendment.

APPENDIX 2 to EXHIBIT C
Server Consolidation
Price List**

ITEM			Code	QUANTITY	COST
SERVER HARDWARE COSTS					
NORWALK SITE					
A.	A5200A	HP Superdome Server Solution	5L	1	
B.	A5201A	SuperDome 32 way cabinet	5L	1	
C.	A5201A 006	200-240VAC 3 phase, 4 wires, 8 gage cord	5L	1	
D.	A5201A 429	SuperDome 32 way server, hardware only	5L	1	\$94,686.40
E.	A5800A	PDCA Redundant Power Source	5L	1	\$265.88
F.	A5800A 006	200-240VAC 3 phase, 4 wires, 8 gage cord	5L	1	
G.	A5800A 0D1	Factory integrated	5L	1	
H.	A6865A	Card, PCI core I/O	5K	4	\$1,922.80
I.	A6865A 0D1	Factory integrated	5K	4	
J.	A6795A	PCI 2GB Fibre Channel Adapter	5K	9	\$9,087.30
K.	A6795A 0D1	Factory integrated	5K	9	
L.	A5230A	PCI 10/100Base-T LAN Adptr	5K	2	\$455.40
M.	A5230A 0D1	Factory integrated	5K	2	
N.	A6829A	PCI Dual Channel Ultra160 SCSI Adapter	5K	6	\$3,684.60
O.	A6829A 0D1	Factory integrated	5K	6	
P.	A6825A	PCI 1000Base-T Gigabit Ethernet Adpt	5K	6	\$2,760.00
Q.	A6825A 0D1	Factory integrated	5K	6	
R.	A6864A	12 Slot PCI-X Chassis for SD Itanium2	5K	4	\$30,921.20
S.	A6864A 0D1	Factory integrated	5K	4	
T.	A6866A	Cell board for SD with sx1000 chipset	5L	2	\$14,720.00
V.	A6866A 0D1	Factory integrated	5L	2	
W.	A6924A	1.5GHz Itanium2 module (two CPUs)	5L	2	\$36,800.00
X.	A6924A 0D1	Factory integrated	5L	2	
Y.	A5198A	2GB memory module, set of 4 512MB Dimms	5L	6	\$24,591.60
Z.	A5198A 0D1	Factory integrated	5L	6	

AA.	A6866A		Cell board for SD with sx1000 chipset		5L	3	\$22,080.00
AB.	A6866A	OD1	Factory integrated		5L	3	
AC.	A6924A		1.5GHz Itanium2 module (two CPUs)		5L	3	\$55,200.00
AD.	A6924A	OD1	Factory integrated		5L	3	
AE.	A6925A		ICOD Right to access 1.5GHz Itanium2 CPU		5R	3	\$13,800.00
AF.	A6925A	OD1	Factory integrated		5R	3	
AG.	A5198A		2GB memory module, set of 4 512MB Dimms		5L	9	\$36,887.40
AH.	A5198A	OD1	Factory integrated		5L	9	
AI.	A9802A		sx1000 Superdome SMS, rack		5L	1	\$2,990.00
AJ.	A9802A	OD1	Factory integrated		5L	1	
AK.	AB243AZ		1U RackMT Display/Keyboard/Mouse Factory		4V	1	\$2,436.80
AL.	J3294A		HP ProCurve 10/100 Hub 12		9R	1	\$146.74
AM.	J3294A	ABA	U.S. - English localization			1	
AN.	92268C		HP EtherTwist 4 pair Cable, 16 meter		3P	3	\$73.14
AO.	C7508AZ		HP Tape Array 5300 (factory-racked)		7Q	2	\$1,463.00
AP.	C7497B		HP DAT 40 Array Module (carbon)		7Z	3	\$2,202.90
AQ.	C7497B	OD1	Factory integrated		7Z	3	
AR.	C7499B		HP DVD-ROM Array Module (carbon)		7Z	3	\$1,081.50
AS.	C7499B	OD1	Factory integrated		7Z	3	
AT.	C2364A		SCSI Terminator LVD/SE HDTS68 Multimd		4X	3	\$240.00
AU.	C2978B		SCSI Cable 0.5m HDTS68 M/M Multimd		4X	3	\$237.60
AV.	C2978B	OD1	Factory integrated		4X	3	
AW.	C2363B		SCSI Cable 10m VHDS68/HDTS68 M/M Multim		4X	3	\$804.00
AX.	C2363B	OD1	Factory integrated		4X	3	
AY.	A5675AZ		HP StorageWorks Disk Sys 2100 Fact Rack		1H	6	\$1,929.24
AZ.	A7285A		73GB 10K RPM U320 HDD		4G	12	\$7,286.40
BA.	A7285A	OD1	Factory integrated		4G	12	
BB.	C2363B		SCSI Cable 10m VHDS68/HDTS68 M/M Multim		4X	6	\$1,608.00
BC.	C2363B	OD1	Factory integrated		4X	6	
BD.	A4902A		HP Rack System/E, 41U, quartz color		5E	1	\$1,528.00
BE.	A5213AZ		HP Rear Door for 41U Quartz Rack		5S	1	\$267.20
BF.	A5137AZ		Modular Power Dist. Unit for std racks		5S	4	\$464.00

BG.	A5137AZ	AW4	200 - 240 volts North America	SS	4	\$300.80
BH.	A5200A		HP Superdome Server Solution	5L	1	
BI.	A5201A		SuperDome 32 way cabinet	5L	1	
BJ.	A5201A	006	200-240VAC 3 phase, 4 wires, 8 gage cord	5L	1	
BK.	A5201A	429	SuperDome 32 way server, hardware only	5L	1	\$94,686.40
BL.	A5800A		PDCA Redundant Power Source	5L	1	\$265.88
BM.	A5800A	006	200-240VAC 3 phase, 4 wires, 8 gage cord	5L	1	
BN.	A5800A	0D1	Factory integrated	5L	1	
BO.	A6865A		Card, PCI core I/O	5K	4	\$1,922.80
BP.	A6865A	0D1	Factory integrated	5K	4	
BQ.	A6795A		PCI 2GB Fibre Channel Adapter	5K	9	\$9,087.30
BR.	A6795A	0D1	Factory integrated	5K	9	
BS.	A5230A		PCI 10/100Base-T LAN Adptr	5K	1	\$227.70
BT.	A5230A	0D1	Factory integrated	5K	1	
BU.	A6829A		PCI Dual Channel Ultra160 SCSI Adapter	5K	6	\$3,684.60
BV.	A6829A	0D1	Factory integrated	5K	6	
BW.	A6825A		PCI 1000Base-T Gigabit Ethernet Adpt	5K	6	\$2,760.00
BX.	A6825A	0D1	Factory integrated	5K	6	
BY.	A6864A		12 Slot PCI-X Chassis for SD Itanium2	5K	4	\$30,921.20
BZ.	A6864A	0D1	Factory integrated	5K	4	
CA.	A6866A		Cell board for SD with sx1000 chipset	5L	2	\$14,720.00
CB.	A6866A	0D1	Factory integrated	5L	2	
CC.	A6924A		1.5GHz Itanium2 module (two CPUs)	5L	2	\$36,800.00
CD.	A6924A	0D1	Factory integrated	5L	2	
CE.	A5198A		2GB memory module, set of 4 512MB Dimms	5L	6	\$24,591.60
CF.	A5198A	0D1	Factory integrated	5L	6	
CG.	A6866A		Cell board for SD with sx1000 chipset	5L	1	\$7,360.00
CH.	A6866A	0D1	Factory integrated	5L	1	
CI.	A6924A		1.5GHz Itanium2 module (two CPUs)	5L	2	\$36,800.00
CJ.	A6924A	0D1	Factory integrated	5L	2	
CK.	A5198A		2GB memory module, set of 4 512MB Dimms	5L	3	\$12,295.80
CL.	A5198A	0D1	Factory integrated	5L	3	

CM.	A6866A		Cell board for SD with sx1000 chipset	5L	1	\$7,360.00
CN.	A6866A	OD1	Factory integrated	5L	1	
CO.	A6924A		1.5GHz Itanium2 module (two CPUs)	5L	1	\$18,400.00
CP.	A6924A	OD1	Factory integrated	5L	1	
CQ.	A6925A		ICOD Right to access 1.5GHz Itanium2 CPU	5R	1	\$4,600.00
CR.	A6925A	OD1	Factory integrated	5R	1	
CS.	A5198A		2GB memory module, set of 4 512MB Dimms	5L	4	\$16,394.40
CT.	A5198A	OD1	Factory integrated	5L	4	
CU.	A6866A		Cell board for SD with sx1000 chipset	5L	1	\$7,360.00
CV.	A6866A	OD1	Factory integrated	5L	1	
CW.	A6924A		1.5GHz Itanium2 module (two CPUs)	5L	1	\$18,400.00
CX.	A6924A	OD1	Factory integrated	5L	1	
CY.	A6925A		ICOD Right to access 1.5GHz Itanium2 CPU	5R	1	\$4,600.00
CZ.	A6925A	OD1	Factory integrated	5R	1	
DA.	A5198A		2GB memory module, set of 4 512MB Dimms	5L	3	\$12,295.80
DB.	A5198A	OD1	Factory integrated	5L	3	
DC.	A7060A		Windows, Linux 2 port Ultra160 SCSI HBA	5K	1	\$276.00
DD.	A7060A	OD1	Factory integrated	5K	1	
DE.	A7061A		Win/Linux 1000Base-T Gigabit Eth Adpt	5K	3	\$372.60
DF.	A7061A	OD1	Factory integrated	5K	3	
DG.	A9890A		PCI-X RAID SmartArray 6402 U320, 2CH	5K	1	\$767.74
DH.	A9890A	OD1	Factory integrated	5K	1	
DI.	AB232A		2Gb PCI-X FC HBA for Windows, 64 bit	4G	3	\$2,139.00
DJ.	AB232A	OD1	Factory integrated	3Z	3	
DK.	C7508AZ		HP Tape Array 5300 (factory-racked)	7Q	2	\$1,463.00
DL.	C7497B		HP DAT 40 Array Module (carbon)	7Z	4	\$2,937.20
DM.	C7497B	OD1	Factory integrated	7Z	4	
DN.	C7499B		HP DVD-ROM Array Module (carbon)	7Z	4	\$1,442.00
DO.	C7499B	OD1	Factory integrated	7Z	4	
DP.	C2364A		SCSI Terminator LVD/SE HDTS68 Multimd	4X	4	\$320.00
DQ.	C2978B		SCSI Cable 0.5m HDTS68 M/M Multimd	4X	4	\$316.80
DR.	C2978B	OD1	Factory integrated	4X	4	

DS.	C2363B		SCSI Cable 10m VHDS68/HDS68 M/M Multim	4X	4	\$1,072.00
DT.	C2363B	OD1	Factory integrated	4X	4	
DU.	A5675AZ		HP StorageWorks Disk Sys 2100 Fact Rack	1H	6	\$1,929.24
DV.	A7285A		73GB 10K RPM U320 HDD	4G	12	\$7,286.40
DW.	A7285A	OD1	Factory integrated	4G	12	
DX.	C2363B		SCSI Cable 10m VHDS68/HDS68 M/M Multim	4X	6	\$1,608.00
DY.	C2363B	OD1	Factory integrated	4X	6	
DX.	302969-B21		SW4414R S/B ALL	52	2	\$4,764.80
DZ.	286778-B22		72GB 15K U320 Pluggable Hard Drive WW	52	4	\$2,108.80
EA.	164604-B21		24FT SCSI CABLE ALL ALL	60	2	\$155.20
MONTEREY SITE						
EB.	A5200A		HP Superdome Server Solution	5L	1	
EC.	A5201A		SuperDome 32 way cabinet	5L	1	
ED.	A5201A	006	200-240VAC 3 phase, 4 wires, 8 gage cord	5L	1	
EE.	A5201A	429	SuperDome 32 way server, hardware only	5L	1	\$94,686.40
EF.	A5800A		PDCA Redundant Power Source	5L	1	\$265.88
EG.	A5800A	006	200-240VAC 3 phase, 4 wires, 8 gage cord	5L	1	
EH.	A5800A	OD1	Factory integrated	5L	1	
EI.	A6865A		Card, PCI core I/O	5K	4	\$1,922.80
EJ.	A6865A	OD1	Factory integrated	5K	4	
EK.	A6795A		PCI 2GB Fibre Channel Adapter	5K	12	\$12,116.40
EL.	A6795A	OD1	Factory integrated	5K	12	
EM.	A5230A		PCI 10/100Base-T LAN Adptr	5K	4	\$910.80
EN.	A5230A	OD1	Factory integrated	5K	4	
EO.	A6829A		PCI Dual Channel Ultra160 SCSI Adapter	5K	8	\$4,912.80
EP.	A6829A	OD1	Factory integrated	5K	8	
EQ.	A6825A		PCI 1000Base-T Gigabit Ethernet Adpt	5K	8	\$3,680.00
ER.	A6825A	OD1	Factory integrated	5K	8	
ES.	A6864A		12 Slot PCI-X Chassis for SD Itanium2	5K	4	\$30,921.20
ET.	A6864A	OD1	Factory integrated	5K	4	
EU.	A6866A		Cell board for SD with sx1000 chipset	5L	3	\$22,080.00
EV.	A6866A	OD1	Factory integrated	5L	3	

EW.	A6924A		1.5GHz Itanium2 module (two CPUs)		5L	3	\$55,200.00
EX.	A6924A	OD1	Factory integrated		5L	3	
EY.	A5198A		2GB memory module, set of 4 512MB Dimms		5L	9	\$36,887.40
EZ.	A5198A	OD1	Factory integrated		5L	9	
FA.	A6866A		Cell board for SD with sx1000 chipset		5L	1	\$7,360.00
FB.	A6866A	OD1	Factory integrated		5L	1	
FC.	A6924A		1.5GHz Itanium2 module (two CPUs)		5L	1	\$18,400.00
D.	A6924A	OD1	Factory integrated		5L	1	
FE.	A5198A		2GB memory module, set of 4 512MB Dimms		5L	2	\$8,197.20
FF.	A5198A	OD1	Factory integrated		5L	2	
FG.	A6866A		Cell board for SD with sx1000 chipset		5L	2	\$14,720.00
FH.	A6866A	OD1	Factory integrated		5L	2	
FI.	A6924A		1.5GHz Itanium2 module (two CPUs)		5L	2	\$36,800.00
FK.	A6924A	OD1	Factory integrated		5L	2	
FL.	A6925A		ICOD Right to access 1.5GHz Itanium2 CPU		5R	2	\$9,200.00
FM.	A6925A	OD1	Factory integrated		5R	2	
FN.	A5198A		2GB memory module, set of 4 512MB Dimms		5L	8	\$24,591.60
FO.	A5198A	OD1	Factory integrated		5L	6	
FP.	A9802A		sx1000 Superdome SMS, rack		5L	1	\$2,990.00
FQ.	A9802A	OD1	Factory integrated		5L	1	
FR.	AB243AZ		1U RackMT Display/Keyboard/Mouse Factory		4V	1	\$2,436.80
FS.	J3294A		HP ProCurve 10/100 Hub 12		9R	1	\$146.74
FT.	J3294A	ABA	U.S. - English localization			1	
FU.	A6386A		PCI HyperFabric2 fiber adapter		5K	2	\$4,222.80
FV.	A6386A	OD1	Factory integrated		5K	2	
FW.	C7525A		Fbr Optic Cable 16m LC Duplex 50/125 M/M		4X	2	\$239.20
FX.	92268C		HP EtherTwist 4 pair Cable, 16 meter		3P	3	\$73.14
FY.	C7508AZ		HP Tape Array 5300 (factory-racked)		7Q	2	\$1,463.00
FZ.	C7497B		HP DAT 40 Array Module (carbon)		7Z	4	\$2,937.20
GA.	C7497B	OD1	Factory integrated		7Z	4	
GB.	C7499B		HP DVD-ROM Array Module (carbon)		7Z	4	\$1,442.00
GC.	C7499B	OD1	Factory integrated		7Z	4	

GD.	C2364A	SCSI Terminator LVD/SE HDTS68 Multimd	4X	4	\$320.00
GE.	C2978B	SCSI Cable 0.5m HDTS68 M/M Multimd	4X	4	\$316.80
GF.	C2978B OD1	Factory integrated	4X	4	
GG.	C2363B	SCSI Cable 10m VHDS68/HDTS68 M/M Multimd	4X	4	\$1,072.00
GH.	C2363B OD1	Factory integrated	4X	4	
GI.	A5675AZ	HP StorageWorks Disk Sys 2100 Fact Rack	1H	8	\$2,572.32
GJ.	A7285A	73GB 10K RPM U320 HDD	4G	16	\$9,715.20
GK.	A7285A OD1	Factory integrated	4G	16	
GL.	C2363B	SCSI Cable 10m VHDS68/HDTS68 M/M Multimd	4X	8	\$2,144.00
GM.	C2363B OD1	Factory integrated	4X	8	
GN.	A4902A	HP Rack System/E, 41U, quartz color	5E	1	\$1,528.00
GO.	A5213AZ	HP Rear Door for 41U Quartz Rack	5S	1	\$267.20
GP.	A5137AZ	Modular Power Dist. Unit for std racks	5S	3	\$348.00
GQ.	A5137AZ AW4	200 - 240 volts North America	5S	3	\$225.60
GR.	A5200A	HP Superdome Server Solution	5L	1	
GS.	A5201A	SuperDome 32 way cabinet	5L	1	
GT.	A5201A 006	200-240VAC 3 phase, 4 wires, 8 gage cord	5L	1	
GU.	A5201A 429	SuperDome 32 way server, hardware only	5L	1	\$94,686.40
GV.	A5800A	PDCA Redundant Power Source	5L	1	\$265.88
GW.	A5800A 006	200-240VAC 3 phase, 4 wires, 8 gage cord	5L	1	
GX.	A5800A OD1	Factory integrated	5L	1	
GY.	A6865A	Card, PCI core I/O	5K	5	\$2,403.50
GZ.	A6865A OD1	Factory integrated	5K	5	
HA.	A6795A	PCI 2GB Fibre Channel Adapter	5K	15	\$15,145.50
HB.	A6795A OD1	Factory integrated	5K	15	
HC.	A5230A	PCI 10/100Base-T LAN Adptr	5K	5	\$1,138.50
HD.	A5230A OD1	Factory integrated	5K	5	
HE.	A6829A	PCI Dual Channel Ultra160 SCSI Adapter	5K	10	\$6,141.00
HF.	A6829A OD1	Factory integrated	5K	10	
HG.	A6825A	PCI 1000Base-T Gigabit Ethernet Adpt	5K	10	\$4,600.00
HH.	A6825A OD1	Factory integrated	5K	10	
HI.	A6864A	12 Slot PCI-X Chassis for SD Itanium2	5K	4	\$30,921.20

HJ.	A6864A	OD1	Factory integrated		5K	4	
HK.	A6386A		PCI HyperFabric2 fiber adapter		5K	2	\$4,222.80
HL.	A6386A	OD1	Factory integrated		5K	2	
HM.	C7525A		Fbr Optic Cable 16m LC Duplex 50/125 M/M		4X	2	\$239.20
HN.	A6866A		Cell board for SD with sx1000 chipset		5L	1	\$7,360.00
HO.	A6866A	OD1	Factory integrated		5L	1	
HP.	A6924A		1.5GHz Itanium2 module (two CPUs)		5L	1	\$18,400.00
HQ.	A6924A	OD1	Factory integrated		5L	1	
HR.	A5198A		2GB memory module, set of 4 512MB Dimms		5L	4	\$16,394.40
HS.	A5198A	OD1	Factory integrated		5L	4	
HT.	A6866A		Cell board for SD with sx1000 chipset		5L	1	\$7,360.00
HU.	A6866A	OD1	Factory integrated		5L	1	
HV.	A6924A		1.5GHz Itanium2 module (two CPUs)		5L	1	\$18,400.00
HW.	A6924A	OD1	Factory integrated		5L	1	
HX.	A5198A		2GB memory module, set of 4 512MB Dimms		5L	2	\$8,197.20
HY.	A5198A	OD1	Factory integrated		5L	2	
HZ.	A6866A		Cell board for SD with sx1000 chipset		5L	2	\$14,720.00
IA.	A6866A	OD1	Factory integrated		5L	2	
IB.	A6924A		1.5GHz Itanium2 module (two CPUs)		5L	2	\$36,800.00
IC.	A6924A	OD1	Factory integrated		5L	2	
ID.	A5198A		2GB memory module, set of 4 512MB Dimms		5L	6	\$24,591.60
IE.	A5198A	OD1	Factory integrated		5L	6	
IF.	A6866A		Cell board for SD with sx1000 chipset		5L	2	\$14,720.00
IG.	A6866A	OD1	Factory integrated		5L	2	
IH.	A6924A		1.5GHz Itanium2 module (two CPUs)		5L	2	\$36,800.00
II.	A6924A	OD1	Factory integrated		5L	2	
IJ.	A6925A		ICOD Right to access 1.5GHz Itanium2 CPU		5R	2	\$9,200.00
IK.	A6925A	OD1	Factory integrated		5R	2	
IL.	A5198A		2GB memory module, set of 4 512MB Dimms		5L	6	\$24,591.60
IM.	A5198A	OD1	Factory integrated		5L	6	
IN.	A5861D		Graphite I/O expansion power subsystem		5L	1	\$16,035.60
IO.	A5861D	AW4	200 - 240 volts North America		5L	1	

IP.	A5861D	0D1	Factory integrated		5L	1	
IQ.	A5862A		I/O chassis enclosure for PCI chassis		5K	1	\$11,833.50
IR.	A5862A	0D1	Factory integrated		5K	1	
IS.	A5862A	001	Graphite color		5K	1	
IT.	A6864AZ		12 Slot PCI-X Chassis for rack system E		5K	1	\$7,730.30
IU.	C7508AZ		HP Tape Array 5300 (factory-racked)		7Q	3	\$2,194.50
IV.	C7497B		HP DAT 40 Array Module (carbon)		7Z	5	\$3,671.50
IW.	C7497B	0D1	Factory integrated		7Z	5	
IX.	C7499B		HP DVD-ROM Array Module (carbon)		7Z	5	\$1,802.50
IY.	C7499B	0D1	Factory integrated		7Z	5	
IZ.	C2364A		SCSI Terminator LVD/SE HDTS68 Multimd		4X	5	\$400.00
KA.	C2978B		SCSI Cable 0.5m HDTS68 M/M Multimd		4X	5	\$396.00
KB.	C2978B	0D1	Factory integrated		4X	5	
KC.	C2363B		SCSI Cable 10m VHDT568/HDTS68 M/M Multim		4X	5	\$1,340.00
KD.	C2363B	0D1	Factory integrated		4X	5	
KE.	A5675AZ		HP StorageWorks Disk Sys 2100 Fact Rack		1H	10	\$3,215.40
KF.	A7285A		73GB 10K RPM U320 HDD		4G	20	\$12,144.00
KG.	A7285A	0D1	Factory integrated		4G	20	
KH.	C2363B		SCSI Cable 10m VHDT568/HDTS68 M/M Multim		4X	10	\$2,680.00
KI.	C2363B	0D1	Factory integrated		4X	10	
KJ.	A4902A		HP Rack System/E, 41U, quartz color		5E	1	\$1,528.00
KK.	A5213AZ		HP Rear Door for 41U Quartz Rack		5S	1	\$267.20
KL.	A5137AZ		Modular Power Dist. Unit for std racks		5S	3	\$348.00
KM.	A5137AZ	AW4	200 - 240 volts North America		5S	3	\$225.60
KN.	A5543DZ		Graphite depth ext kit, 41U, factory int		5S	1	
KO.	HA243A1		HP Cluster Consistency Service 2-3 node		NA	2	\$7,200.00
KP.	H4373BA		HP CP Deployment & Startup Services		NA		
KQ.	H4373BA	625	Deployment and Startup Services		NA	2	\$90,430.00
KR.	H4373BB		HP CP Deployment & Startup Services		NA	2	
KS.	H4373BB	625	Deployment and Startup Services		NA	2	\$20,600.00
KT.	H4373BB	6DV	Startup & Deployment: Superdome Add'l OS		NA	1	\$2,800.00

SuperDome Warranty: 1 year, 4 hour on-site response

X	A7913B	XP1024/128 16-port 1-2Gb/sec FC Enh Chip	9K	1	\$56,700.00
Y	A7918A	XP1024/128 2 GB Cache Memory Module	9K	6	\$84,588.84
Z	A7919A	XP1024 Cache Platform Board	9K	1	\$2,942.94
AA	A7921A	XP1024/128 512 MB Shared Memory Module	9K	3	\$13,083.84
AB	A7922A	XP1024/128 Array Cont Proc Pr High Perf	9K	1	\$35,813.40
AC	A7925A	XP1024 Disk Array Frame	9K	1	\$43,169.70
AD	A7925A	001 3 Phase 60Hz for XP1024 DKU	9K	1	
AE	A7930A	XP1024 146GB 10k rpm FC, 4-disks	9K	22	\$225,160.32
AF	A7930S	XP1024 146GB 10k rpm FC spare disk dr	9K	2	\$5,093.76
AG	240603-B21	32 Port SAN 2 GB ALL	4G	2	\$34,714.36
AH	240603-B21	ABA U.S. - English localization	4L	2	
AI	C7525A	Fbr Optic Cable 16m LC Duplex 50/125 M/M	4X	64	\$13,312.00
AJ	A6515A	Short Wave SFP - Field Install	4L	64	\$10,188.80
AK	A4902A	HP Rack System/E, 41U, quartz color	5E	1	\$1,528.00
AL	A5213AZ	HP Rear Door for 41U Quartz Rack	5S	1	\$267.20
AM	A5137AZ	Modular Power Dist. Unit for std racks	5S	2	\$232.00
AN	A5137AZ	AW4 200 - 240 volts North America	5S	2	\$150.40
XP1024 HW Warranty: 3 Years 24 x 7, XP1024 SW Warranty: 1 YR 24 x 7, San Switch 2/32 Warranty: 1 YR 8 x 5 NBD					
Subtotal					\$1,208,310.84
Shipping					\$7,280.00
Taxes					\$100,286.24
Total Storage and SAN Hardware Costs					\$1,315,877.08

TAPE LIBRARY HARDWARE COSTS						
NORWALK SITE						
A.	343377-B21	ESL 9322 Extended Tape Library	4G	1	\$49,720.94	
B.	330834-B21	ESL9000 Ultrium 460 Drive Upgrade Kit	5X	6	\$41,811.24	
C.	293414-B21	ESL9000 LVD SDLT320 Drive Upgrade Kit	9B	2	\$14,535.08	
D.	221692-B21	Storage Works LC/LC 2m Cable	4G	4	\$141.68	
E.	302254-B21	ESL9000 Universal Load Port Kit	5X	2	\$367.08	
F.	330839-B21	HP e2400-160 FC Interface Controller	2X	2	\$11,940.68	
G.	C7972A	HP Ultrium data cartridge,400GB	2X	225	\$14,557.05	

H.	C7978A	HP Ultrium universal cleaning cartridge		5	\$205.23
MONTEREY SITE					
I.	343377-B21	ESL 9322 Extended Tape Library	4G		
J.	330834-B21	ESL9000 Ultrium 460 Drive Upgrade Kit	5X	1	\$49,720.94
K.	293414-B21	ESL9000 LVD SDLT320 Drive Upgrade Kit	9B	6	\$41,811.24
L.	221692-B21	Storage Works LC/LC 2m Cable	4G	2	\$14,535.08
M.	302254-B21	ESL9000 Universal Load Port Kit	5X	4	\$141.68
N.	330839-B21	HP e2400-160 FC Interface Controller	2X	2	\$367.08
O.	C7972A	HP Ultrium data cartridge, 400GB	2X	2	\$11,940.68
P.	C7978A	HP Ultrium universal cleaning cartridge	NA	225	\$14,557.05
Q.	HA113A1	HP CP Installation	NA	5	\$205.23
R.	HA113A1	HP CP Installation	NA	1	
S.	HA114A1	Installation - Add on drives and cards	NA	16	\$4,032.00
T.	HA114A1	HP CP Installation&Startup	NA	1	
U.	HA114A1	Installation - ESL Tape Library	NA	2	\$16,848.00
V.	HA113A1	HP CP Installation	NA	1	
	HA113A1	5GA Installation LowEnd SAN/Edge Switch/HAFM	NA	4	\$1,440.00
ESL9322 Warranty: 1 YR 9 x 5 NBD					
Subtotal					\$288,877.96
Shipping					\$3,015.00
Taxes					\$22,239.77
Total Tape Hardware Costs					\$314,132.73

ITEM			QUANTITY	COST	
SYSTEM MONITORING HARDWARE COSTS					
NORWALK SITE					
A.	A4902D	HP Rack System/E, 41U, graphite color	5E	1	\$1,451.60
B.	A7137A	HP server rp3440-4 Solution	4M	1	\$1,417.40
C.	A7138A	Svr rp34x0 800MHz PA-8800 dual core CPU	4M	1	\$3,800.00
D.	A7138A	0D1 Factory integrated	4M	1	
E.	A9773A	HP svr rp34x0 2GB DDR mem quad	4M	2	\$2,432.00

F.	A9773A	0D1	Factory integrated	4M	2	
G.	A9778A		146GB 10K HotPlug Ultra320 SCSI LP Disk	5J	2	\$2,903.20
H.	A9778A	0D1	Factory integrated	5J	2	
I.	A9919A		HP server DVD-ROM drive, Slimline	5J	1	\$114.00
J.	A9919A	0D1	Factory integrated	5J	1	
K.	A6795A		PCI 2GB Fibre Channel Adapter	5K	1	\$1,668.20
L.	A6795A	0D1	Factory integrated	5K	1	
M.	A6825A		PCI 1000Base-T Gigabit Ethernet Adpt	5K	1	\$760.00
N.	A6825A	0D1	Factory integrated	5K	1	
O.	A6939AZ		Factory rack installation for rx26/rp34	5K	1	\$57.00
P.	A6874A		Power supply for HP srvrs and wkstns	4M	1	\$342.00
Q.	A6874A	0D1	Factory integrated	4M	1	
R.	A5213DZ		HP Rear Door for 41U graphite rack	5E	1	\$253.84
S.	A5137AZ		Modular Power Dist. Unit for std racks	5S	2	\$220.40
T.	A5137AZ	AW4	200 - 240 volts North America	5S	2	\$142.88
V.	HA113A1		HP CP Installation	NA	1	
W.	HA113A1	502	Installation - A500/rp2450/rp2470/rp34xx	NA	1	\$733.20
X.	HA113A1		HP CP Installation	NA	1	
Y.	HA113A1	572	Installation - Rack	NA	1	\$234.00
rp3440 Warranty: 1 Year 8 x 5, NBD						
Subtotal						\$16,529.72
Shipping						\$395.00
Taxes						\$1,396.29
Total System Monitoring Hardware Costs						\$18,321.01
TOTAL HARDWARE COSTS						\$3,563,134.25

ITEM		QUANTITY	COST
SERVER SOFTWARE COSTS			
NORWALK SITE			
A.	B8482AA	HP-UX Ent. OE Media Itanium Servers	3U 1

B.	B8482AA	AJR	DVD media	3U	1	\$259.90
C.	B8482AA	OD1	Factory integrated	3U	1	\$91.54
D.	B8482AA	UMG	HP-UX 11i Version 2	3U	1	
E.	B8482AA	ABA	U.S. - English localization	3U	1	
F.	B8483AA		HP-UX MC OE Media Itanium Servers	3U	1	
G.	B8483AA	OD1	Factory integrated	3U	1	\$91.54
H.	B8483AA	UMG	HP-UX 11i Version 2	3U	1	
I.	B8483AA	ABA	U.S. - English localization	3U	1	
J.	B8483AA		HP-UX MC OE Media Itanium Servers	3U	1	
K.	B8483AA	AJR	DVD media	3U	1	\$259.90
L.	B8483AA	OD1	Factory integrated	3U	1	\$91.54
M.	B8483AA	UMG	HP-UX 11i Version 2	3U	1	
N.	B8483AA	ABA	U.S. - English localization	3U	1	
O.	B8484AC		Ent. OE LTU for Integrity svrs w/sys	3U	2	\$5,998.40
P.	B8485AC		Integrity svrs w/sys Mission Crit OE LTU	3U	8	\$35,843.20
Q.	B8843CA		HP-UX Workload Manager LTU, HP 9000	3U	1	
R.	B8843CA	2AH	Single processor license	3U	2	\$2,158.32
S.	B8843CA	OD1	Factory integrated	3U	1	
T.	B8843CA	ABA	U.S. - English localization	3U	1	
U.	B8482AA		HP-UX Ent. OE Media Itanium Servers	3U	1	
V.	B8482AA	OD1	Factory integrated	3U	1	\$91.54
W.	B8482AA	UMG	HP-UX 11i Version 2	3U	1	
X.	B8482AA	ABA	U.S. - English localization	3U	1	
Y.	B8482AA		HP-UX Ent. OE Media Itanium Servers	3U	1	
Z.	B8482AA	AJR	DVD media	3U	1	\$259.90
AA.	B8482AA	OD1	Factory integrated	3U	1	\$91.54
AB.	B8482AA	UMG	HP-UX 11i Version 2	3U	1	
AC.	B8482AA	ABA	U.S. - English localization	3U	1	
AD.	B8483AA		HP-UX MC OE Media Itanium Servers	3U	1	
AE.	B8483AA	AJR	DVD media	3U	1	\$259.90
AF.	B8483AA	OD1	Factory integrated	3U	1	\$91.54
AG.	B8483AA	UMG	HP-UX 11i Version 2	3U	1	

AH.	B8483AA	ABA	U.S. - English localization	3U	1	
AI.	B8484AC		Ent. OE LTU for Integrity svrs w/sys	3U	4	\$11,996.80
AJ.	B8485AC		Integrity svrs w/sys Mission Crit OE LTU	3U	4	\$17,921.60
AK.	T2372A		Windows Server 2003 LTU Datacenter Ed.	3U	1	
AL.	T2372A	004	4 processor LTU	3U	1	\$3,680.00
AM.	T2372A	0D1	Factory integrated	3U	1	
AN.	T2372A	ABA	U.S. - English localization	3U	1	
AO.	B8843CA		HP-UX Workload Manager LTU, HP 9000	3U	2	
AP.	B8843CA	2AH	Single processor license	3U	4	\$4,316.64
AQ.	B8843CA	0D1	Factory integrated	3U	2	
AR.	B8843CA	ABA	U.S. - English localization	3U	2	
			MONTEREY SITE			
AS.	B8482AA		HP-UX Ent. OE Media Itanium Servers	3U	1	
AT.	B8482AA	AJR	DVD media	3U	1	\$259.90
AU.	B8482AA	0D1	Factory integrated	3U	1	\$91.54
AV.	B8482AA	UMG	HP-UX 11i Version 2	3U	1	
AW.	B8482AA	ABA	U.S. - English localization	3U	1	
AX.	B8482AA		HP-UX Ent. OE Media Itanium Servers	3U	1	
AY.	B8482AA	0D1	Factory integrated	3U	1	\$91.54
AZ.	B8482AA	UMG	HP-UX 11i Version 2	3U	1	
BA.	B8482AA	ABA	U.S. - English localization	3U	1	
BB.	B8483AA		HP-UX MC OE Media Itanium Servers	3U	1	
BC.	B8483AA	0D1	Factory integrated	3U	1	\$91.54
BD.	B8483AA	UMG	HP-UX 11i Version 2	3U	1	
BE.	B8483AA	ABA	U.S. - English localization	3U	1	
BF.	B8483AA		HP-UX MC OE Media Itanium Servers	3U	1	
BG.	B8483AA	AJR	DVD media	3U	1	\$259.90
BH.	B8483AA	0D1	Factory integrated	3U	1	\$91.54
BI.	B8483AA	UMG	HP-UX 11i Version 2	3U	1	
BJ.	B8483AA	ABA	U.S. - English localization	3U	1	
BK.	B8484AC		Ent. OE LTU for Integrity svrs w/sys	3U	6	\$17,995.20
BL.	B8485AC		Integrity svrs w/sys Mission Crit OE LTU	3U	6	\$26,882.40

BM.	T1907BA	SGe RAC PPL LTU for HP-UX 11i v2		3U	1	
BN.	T1907BA	2AH Single processor license		3U	4	\$4,784.00
BO.	T1907BA	0D1 Factory integrated		3U	1	
BP.	T1907BA	ABA U.S. - English localization		3U	1	
BQ.	B8843CA	HP-UX Workload Manager LTU, HP 9000		3U	2	
BR.	B8843CA	2AH Single processor license		3U	6	\$6,474.96
BS.	B8843CA	0D1 Factory integrated		3U	2	
BT.	B8843CA	ABA U.S. - English localization		3U	2	
BU.	B8482AA	HP-UX Ent. OE Media Itanium Servers		3U	2	
BV.	B8482AA	0D1 Factory integrated		3U	2	\$183.08
BW.	B8482AA	UMG HP-UX 11i Version 2		3U	2	
BX.	B8482AA	ABA U.S. - English localization		3U	2	
BY.	B8482AA	HP-UX Ent. OE Media Itanium Servers		3U	1	
BZ.	B8482AA	AJR DVD media		3U	1	\$259.90
CA.	B8482AA	0D1 Factory integrated		3U	1	\$91.54
CB.	B8482AA	UMG HP-UX 11i Version 2		3U	1	
CC.	B8482AA	ABA U.S. - English localization		3U	1	
CD.	B8483AA	HP-UX MC OE Media Itanium Servers		3U	1	
CE.	B8483AA	0D1 Factory integrated		3U	1	\$91.54
CF.	B8483AA	UMG HP-UX 11i Version 2		3U	1	
CG.	B8483AA	ABA U.S. - English localization		3U	1	
CH.	B8483AA	HP-UX MC OE Media Itanium Servers		3U	1	
CI.	B8483AA	AJR DVD media		3U	1	\$259.90
CJ.	B8483AA	0D1 Factory integrated		3U	1	\$91.54
CK.	B8483AA	UMG HP-UX 11i Version 2		3U	1	
CL.	B8483AA	ABA U.S. - English localization		3U	1	
CM.	B8484AC	Ent. OE LTU for Integrity svrs w/sys		3U	6	\$17,995.20
CN.	B8485AC	Integrity svrs w/sys Mission Crit OE LTU		3U	6	\$26,882.40
CO.	T1907BA	SGe RAC PPL LTU for HP-UX 11i v2		3U	1	
CP.	T1907BA	2AH Single processor license		3U	4	\$4,784.00
CQ.	T1907BA	0D1 Factory integrated		3U	1	
CR.	T1907BA	ABA U.S. - English localization		3U	1	

CS. B8843CA	HP-UX Workload Manager LTU, HP 9000	3U	3	
CT. B8843CA 2AH	Single processor license	3U	6	\$6,474.96
CU. B8843CA 0D1	Factory integrated	3U	3	
CV. B8843CA ABA	U.S. - English localization	3U	3	
Subtotal				\$197,640.38
Taxes				\$16,305.33
Shipping				\$0.00
Total Server Software Costs				\$213,945.71
Existing Server License Credits				(\$139,113.50)
Total Server Software Costs after Credits				\$74,832.21

The software credits are based on information given in the RFP.

The software credits are subject to validation of licenses against support contracts.

The software credits will require cancellation of corresponding software support items on the

trade-in hardware platforms and transfer of licenses to the new platforms.

STORAGE AND SAN SOFTWARE COSTS				
NORWALK SITE				
A. B9357AG	Command View XP for XP1024/XP128 LTU	NA	1	\$10,080.00
B. T1610A	RAID Manager XP LTU	NA	1	
C. T1613AA	Business Copy XP 1TB LTU (up to 1TB)	NA	1	\$17,094.00
D. T1613AB	Business Copy XP 1TB LTU (2-6TB)	NA	5	\$36,960.00
E. T1613AC	Business Copy XP 1TB LTU (7-15TB)	NA	5	\$19,950.00
F. T1614AA	LUN Conf/Sec Mgr XP 1TB LTU (up to 1TB)	NA	1	\$7,430.22
G. T1614AB	LUN Conf/Sec Mgr XP 1TB LTU (2-6TB)	NA	5	\$14,280.00
H. T1614AC	LUN Conf/Sec Mgr XP 1TB LTU (7-15TB)	NA	5	\$7,980.00
I. B9369B	HP StorageWorks Performance Advisor LTU	NA	1	\$10,500.00
J. B9510A	Auto Path XP for HP-UX Media	NA	1	\$748.86
K. B9512A	Auto Path XP for HP-UX 5 server LTU	NA	1	\$13,650.00
L. B9513A	Auto Path XP for HP-UX 10 server LTU	NA	1	\$20,580.00
MONTEREY SITE				
M. B9357AG	Command View XP for XP1024/XP128 LTU	NA	1	\$10,080.00
N. T1610A	RAID Manager XP LTU	NA	1	

O.	T1613AA	Business Copy XP 1TB LTU (up to 1TB)	NA	1	\$17,094.00
P.	T1613AB	Business Copy XP 1TB LTU (2-6TB)	NA	5	\$36,960.00
Q.	T1613AC	Business Copy XP 1TB LTU (7-15TB)	NA	7	\$27,930.00
R.	T1614AA	LUN Conf/Sec Mgr XP 1TB LTU (up to 1TB)	NA	1	\$7,430.22
S.	T1614AB	LUN Conf/Sec Mgr XP 1TB LTU (2-6TB)	NA	5	\$14,280.00
T.	T1614AC	LUN Conf/Sec Mgr XP 1TB LTU (7-15TB)	NA	7	\$11,172.00
U.	B9369B	HP StorageWorks Performance Advisor LTU	NA	1	\$10,500.00
V.	B9510A	Auto Path XP for HP-UX Media	NA	1	\$748.86
W.	B9512A	Auto Path XP for HP-UX 5 server LTU	NA	1	\$13,650.00
X.	B9513A	Auto Path XP for HP-UX 10 server LTU	NA	1	\$20,580.00
Subtotal					\$329,678.16
Taxes					\$27,198.38
Shipping					\$0.00
Total Storage and SAN Software Costs					\$356,876.61
Existing Storage License Credits					(\$66,950.00)
Total Storage and SAN Software Costs after Credits					\$289,926.61

The software credits are based on information given in the RFP.

The software credits are subject to validation of licenses against support contracts.

The software credits will require cancellation of corresponding software support items on the trade-in hardware platforms and transfer of licenses to the new platforms.

BACKUP AND HIGH AVAILABILITY SOFTWARE COSTS					
NORWALK SITE					
A.	B6953AA	OV Data Protector one Drive UNIX etc LTU	NA	7	\$14,644.56
B.	B6955BA	OV Data Protector On-line ext. UNIX LTU	3U	3	\$8,983.80
C.	B6965BA	OV Data Protector On-line ext Win, LTU	3C	0	\$0.00
D.	B6958BA	OV Data Protector unlimited libr. LTU	3C	1	\$5,623.50
MONTEREY SITE					
E.	B6953AA	OV Data Protector one Drive UNIX etc LTU	NA	7	\$14,644.56
F.	B6955BA	OV Data Protector On-line ext. UNIX LTU	3C	3	\$8,983.80
G.	B6965BA	OV Data Protector On-line ext Win, LTU	3C	1	\$597.08
H.	B6958BA	OV Data Protector unlimited libr. LTU	3C	1	\$5,623.50

Subtotal				\$59,100.80
Taxes				\$4,875.82
Shipping				\$0.00
Total Backup and High Availability Software Costs				\$63,976.62
ITEM		QUANTITY	COST	
SYSTEM MONITORING SOFTWARE COSTS				
A. B7993AA	HP-UX Enterprise OE Server Media	3U	1	
B. B7993AA	UM9 HP-UX 11i version 1	3U	1	
C. B7993AA	AAF CD-ROM (disk only)	3U	1	\$372.90
D. B7993AA	OD1 Factory integrated	3U	1	\$128.70
E. B7993AA	ABA U.S. - English localization	3U	1	
F. B9090AC	HP-UX Enterprise OE LTU 1 CPU w/ system	3U	2	\$7,068.60
G. B7405AA	OVOP Manager for HP-UX, LTU	3C	1	\$46,797.00
H. B7424AA	HP OV Operations Agent Tier 2 LTU	3C	1	\$2,181.00
I. B7490BA	HP OV Ops/Perf 7.X for HP-UX Media	3C	1	\$195.00
J. B7491BA	HP OV Ops/Perf 7.x for HP-UX Manuals ENG	3C	1	\$313.20
K. B9150AA		3C	4	\$54,948.00
L. B9157AA	HP OV Operations Agent Tier 4 LTU	3C	4	\$31,188.00
M. J5333WA	HP OV Reporter 3.0 LTU, ENG	3C	1	\$7,800.00
N. J5332WA	HP OV Reporter 3.0 Media, ENG	3C	1	\$87.00
O. ORA200CA	Ofo v9.2 64bit HP-UX 11&11.11 LTU	3C	1	\$10,101.00
P. ORA230CA	Ofo v9.2 64bit HP-UX 11&11.11 Media Kit	3C	1	\$66.00
Subtotal				\$161,246.40
Taxes				\$13,302.83
Shipping				\$0.00
Total Server Software Costs				\$174,549.23

TOTAL SOFTWARE COSTS	\$603,284.67
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ITEM			QUANTITY	COST
MAINTENANCE COSTS				
NORWALK SITE				
A. H4378P	Critical Svc Solution-1st System: 1yr		1	
B. HA112A1	HP CP 1Y Critical Service		1	
C. HA112A1 100	Critical Server Services		1	\$10,565.00
D. HA112A1 625	Support: Superdome		1	\$12,723.00
E. HA112A1 6DY	Support - Superdome Itanium CPU		5	\$12,935.00
F. HA112A1 930	Support - Proactive/Critical Envmt Svcs		1	\$20,304.00
G. HA110A1 4AF	Support - HP ProCurve Switch/Hub, Low End		1	\$41.50
H. HA112A1 6EC	Support - 4 Bay Rack		2	\$1,596.40
I. HA112A1 6EZ	Support - HP Integrity Superdome SMS		1	\$8,786.00
J. HA112A1 897	Support - DS 2100 Series		6	\$2,020.20
K. HA112A1 6A5	Support - Server SW Applications		2	\$276.00
L. HA112A1 6DN	Support - E-OE for IA64		2	\$1,072.00
M. HA112A1 6DP	Support - Support MC-OE for IA64		8	\$4,920.00
N. H4379P	Critical Service Solution-Addl Sys: 1yr		1	
O. HA112A1	HP CP 1Y Critical Service		1	
P. HA112A1 625	Support: Superdome		1	\$12,723.00
Q. HA112A1 6DY	Support - Superdome Itanium CPU		6	\$15,522.00
R. HA112A1 8D4	Support - FC Host Bus Adapter		3	\$559.50
S. HA112A1 9A0	Critical Service OS/OE Extension		1	\$10,152.00
T. HA112A1 9AZ	Critical Server Extension		2	\$2,166.00
V. HA112A1 6EC	Support - 4 Bay Rack		2	\$1,596.40
W. HA112A1 897	Support - DS 2100 Series		6	\$2,020.20
X. HA112A1 6FB	Support - SW 4xxx JBODs		2	\$1,203.80
Y. HA112A1 6DQ	Support - Microsoft E-DC for IA64 4 CPU		1	\$1,700.00
Z. HA112A1 6A5	Support - Server SW Applications		4	\$552.00
AA. HA112A1 6DN	Support - E-OE for IA64		4	\$2,144.00
AB. HA112A1 6DP	Support - Support MC-OE for IA64		4	\$2,460.00
AC. HA112A1	HP CP 1Y Critical Service		1	
AD. HA112A1 300	Critical Storage Services		1	\$9,475.00
AE. HA112A1 8C9	Support - 16 port FC 1-2Gbps CHIP Pr		1	\$1,363.00
AF. HA112A1 8F7	Support - 73/146 GB FC Array Group		18	\$4,905.00
AG. HA112A1 8F9	Support - 73/146 GB FC Spare Disk Drive		2	\$136.00
AH. HA112A1 8KD	Support - XP1024 Disk Control Frame		1	\$1,600.50
AI. HA112A1 8KI	Support - 2 GB Cache Memory Module		6	\$2,034.00
AJ. HA112A1 8KJ	Support - Cache Platform Board		1	\$71.00
AK. HA112A1 8KL	Support - 512 MB Shared Memory Module		3	\$315.00
AL. HA112A1 8KM	Support - ACP pair- High Performance		1	\$834.00
AM. HA112A1 8KN	Support - XP1024 Disk Array Frame		1	\$1,032.00
AN. HA112A1	HP CP 1Y Critical Service		1	
AO. HA112A1 8G5	Support - ESL Tape Drives		8	\$9,043.20
AP. HA112A1 8GN	Support - ESL9322 Extended Library		1	\$5,191.20

AQ.	HA112A1	9AZ	Critical Server Extension		1	\$1,559.52
AR.	HA112A1	3MZ	Critical Storage Extension		1	\$7,796.88
AS.	HA112A1	3Q9	Support - OB, Unlimited & libr		1	\$756.00
AT.	HA112A1	3X1	Support - OV SPI Tier 2		3	\$1,188.00
AU.	HA112A1	3WF	Support - OV Data Protector Cell Mg HPUX		7	\$1,915.20
AV.	HA112A1		HP CP 1Y Critical Service			
AW.	HA112A1	4CA	Support-SAN Switch 2/32		2	\$2,928.30
AX.	HA112A1	400	Critical San Services		1	\$19,693.70
AY.						
AZ.						
MONTEREY SITE						
BA.	H4378P		Critical Svc Solution-1st System: 1yr		1	
BB.	HA112A1		HP CP 1Y Critical Service		1	
BC.	HA112A1	100	Critical Server Services		1	\$10,565.00
BD.	HA112A1	625	Support: Superdome		1	\$12,723.00
BE.	HA112A1	6DY	Support - Superdome Itanium CPU		6	\$15,522.00
BF.	HA112A1	930	Support - Proactive/Critical Envmt Svcs		1	\$20,304.00
BG.	HA110A1	4AF	Support - HP ProCurve Switch/Hub, Low End		1	\$41.50
BH.	HA112A1	6EC	Support - 4 Bay Rack		2	\$1,596.40
BI.	HA112A1	6EZ	Support - HP Integrity Superdome SMS		1	\$8,786.00
BJ.	HA112A1	897	Support - DS 2100 Series		8	\$2,693.60
BK.	HA112A1	6A5	Support - Server SW Applications		6	\$828.00
BL.	HA112A1	6A6	Support - Server SW Applications		4	\$672.00
BM.	HA112A1	6DN	Support - E-OE for IA64		6	\$3,216.00
BN.	HA112A1	6DP	Support - Support MC-OE for IA64		6	\$3,690.00
BO.	H4379P		Critical Service Solution-Addl Sys: 1yr		1	
BP.	HA112A1		HP CP 1Y Critical Service		1	
BQ.	HA112A1	625	Support: Superdome		1	\$12,723.00
BR.	HA112A1	6DY	Support - Superdome Itanium CPU		6	\$15,522.00
BS.	HA112A1	9AZ	Critical Server Extension		3	\$3,249.00
BT.	HA112A1	6EC	Support - 4 Bay Rack		3	\$2,394.60
BU.	HA112A1	897	Support - DS 2100 Series		10	\$3,367.00
BV.	HA112A1	6A5	Support - Server SW Applications		6	\$828.00
BW.	HA112A1	6A6	Support - Server SW Applications		4	\$672.00
BX.	HA112A1	6DN	Support - E-OE for IA64		6	\$3,216.00
BY.	HA112A1	6DP	Support - Support MC-OE for IA64		6	\$3,690.00
BZ.	HA112A1		HP CP 1Y Critical Service		1	

ITEM		QUANTITY	COST
CONSULTING AND TRAINING COSTS			
Task 1.	Project Planning & Management		\$264,959.55
Task 2.	Detailed Design & Architecture Guidelines		\$96,590.90
Task 3.	Server & Storage & Operating System Installation		Services pricing in
Task 4.	Install & Test Server & Storage Environment - 2 sites		Services pricing in
Task 5.	HP-UX Customization & Integration		\$79,559.68
Task 6.	Storage & SAN Customization, Integration & Data Migration		\$77,709.60
Task 7.	Storage Management		\$17,268.80
Task 8.	Enterprise Backup Solution		\$25,903.20
Task 9.	Oracle Implementation in New Environment		\$66,220.00
Task 10.	Application Migration to Test Environment		\$79,559.67
Task 11.	Performance Testing & Validation		\$46,449.68
Task 11b.	HP Openview System Monitoring		\$98,432.00
Task 12.	Design & Implement High Availability Solution at 2 sites		\$79,559.68
Task 13.	Production Planning & Implementation		\$98,220.00
Task 14.	Training & Knowledge Transfer		\$69,760.50
Task 15.	Final System Acceptance		\$36,873.58
Total Consulting and Training Costs			\$1,137,066.82

Footnotes:

ITEM	QUANTITY	COST
TOTAL COSTS		
Total Hardware Cost		\$3,563,134.25
Total Software Cost		\$603,284.67
Year One Maintenance Cost Upgrade		\$438,605.07
Total Consulting and Training Costs		\$1,137,066.82
TOTAL COSTS		\$5,742,090.81

Footnotes:

** The listed price of each and every item on this price list has been fully incorporated into the payments due to Contractor from County as set forth on Exhibit C (Price and Schedule of Payments) of the Agreement. This Appendix 2 to Exhibit C (Price and Schedule of Payments) sets forth for information purposes only the price for each such item and no additional payment shall be due by County to Contractor in respect of each such item other than as set forth on the body of Exhibit C (Price and Schedule of Payments) of the Agreement.

EXHIBIT D

NEWLY LICENSED/UPGRADED SYSTEM SOFTWARE

*County of Los Angeles
Sheriff's Department
Logicalis
LAI 593671*

*Server Consolidation Agreement
Exhibit D
Newly Licensed/Upgraded System Software*

EXHIBIT D

NEWLY LICENSED/UPGRADED SYSTEM SOFTWARE

Newly Licensed/Upgraded System Software

ITEM				QUANTITY	COST
SERVER SOFTWARE COSTS					
NORWALK SITE					
A.	B8482AA	HP-UX Ent. OE Media Itanium Servers	3U	1	
B.	B8482AA AJR	DVD media	3U	1	\$259.90
C.	B8482AA 0D1	Factory integrated	3U	1	\$91.54
D.	B8482AA UMG	HP-UX 11i Version 2	3U	1	
E.	B8482AA ABA	U.S. - English localization	3U	1	
F.	B8483AA	HP-UX MC OE Media Itanium Servers	3U	1	
G.	B8483AA 0D1	Factory integrated	3U	1	\$91.54
H.	B8483AA UMG	HP-UX 11i Version 2	3U	1	
I.	B8483AA ABA	U.S. - English localization	3U	1	
J.	B8483AA	HP-UX MC OE Media Itanium Servers	3U	1	
K.	B8483AA AJR	DVD media	3U	1	\$259.90
L.	B8483AA 0D1	Factory integrated	3U	1	\$91.54
M.	B8483AA UMG	HP-UX 11i Version 2	3U	1	
N.	B8483AA ABA	U.S. - English localization	3U	1	
O.	B8484AC	Ent. OE LTU for Integrity svrs w/sys	3U	2	\$5,998.40
P.	B8485AC	Integrity svrs w/sys Mission Crit OE LTU	3U	8	\$35,843.20
Q.	B8843CA	HP-UX Workload Manager LTU, HP 9000	3U	1	
R.	B8843CA 2AH	Single processor license	3U	2	\$2,158.32

S.	B8843CA 0D1	Factory integrated	3U	1	
T.	B8843CA ABA	U.S. - English localization	3U	1	
U.	B8482AA	HP-UX Ent. OE Media Itanium Servers	3U	1	
V.	B8482AA 0D1	Factory integrated	3U	1	\$91.54
W.	B8482AA UMG	HP-UX 11i Version 2	3U	1	
X.	B8482AA ABA	U.S. - English localization	3U	1	
Y.	B8482AA	HP-UX Ent. OE Media Itanium Servers	3U	1	
Z.	B8482AA AJR	DVD media	3U	1	\$259.90
AA.	B8482AA 0D1	Factory integrated	3U	1	\$91.54
AB.	B8482AA UMG	HP-UX 11i Version 2	3U	1	
AC.	B8482AA ABA	U.S. - English localization	3U	1	
AD.	B8483AA	HP-UX MC OE Media Itanium Servers	3U	1	
AE.	B8483AA AJR	DVD media	3U	1	\$259.90
AF.	B8483AA 0D1	Factory integrated	3U	1	\$91.54
AG.	B8483AA UMG	HP-UX 11i Version 2	3U	1	
AH.	B8483AA ABA	U.S. - English localization	3U	1	
AI.	B8484AC	Ent. OE LTU for Integrity svrs w/sys	3U	4	\$11,996.80
AJ.	B8485AC	Integrity svrs w/sys Mission Crit OE LTU	3U	4	\$17,921.60
AK.	T2372A	Windows Server 2003 LTU Datacenter Ed.	3U	1	
AL.	T2372A 004	4 processor LTU	3U	1	\$3,680.00
AM.	T2372A 0D1	Factory integrated	3U	1	
AN.	T2372A ABA	U.S. - English localization	3U	1	
AO.	B8843CA	HP-UX Workload Manager LTU, HP 9000	3U	2	
AP.	B8843CA	Single processor license	3U	4	\$4,316.64

	2AH				
AQ.	B8843CA 0D1	Factory integrated	3U	2	
AR.	B8843CA ABA	U.S. - English localization	3U	2	
MONTEREY SITE					
AS.	B8482AA	HP-UX Ent. OE Media Itanium Servers	3U	1	
AT.	B8482AA AJR	DVD media	3U	1	\$259.90
AU.	B8482AA 0D1	Factory integrated	3U	1	\$91.54
AV.	B8482AA UMG	HP-UX 11i Version 2	3U	1	
AW.	B8482AA ABA	U.S. - English localization	3U	1	
AX.	B8482AA	HP-UX Ent. OE Media Itanium Servers	3U	1	
AY.	B8482AA 0D1	Factory integrated	3U	1	\$91.54
AZ.	B8482AA UMG	HP-UX 11i Version 2	3U	1	
BA.	B8482AA ABA	U.S. - English localization	3U	1	
BB.	B8483AA	HP-UX MC OE Media Itanium Servers	3U	1	
BC.	B8483AA 0D1	Factory integrated	3U	1	\$91.54
BD.	B8483AA UMG	HP-UX 11i Version 2	3U	1	
BE.	B8483AA ABA	U.S. - English localization	3U	1	
BF.	B8483AA	HP-UX MC OE Media Itanium Servers	3U	1	
BG.	B8483AA AJR	DVD media	3U	1	\$259.90
BH.	B8483AA 0D1	Factory integrated	3U	1	\$91.54
BI.	B8483AA UMG	HP-UX 11i Version 2	3U	1	
BJ.	B8483AA ABA	U.S. - English localization	3U	1	
BK.	B8484AC	Ent. OE LTU for Integrity svrs w/sys	3U	6	\$17,995.20
BL.	B8485AC	Integrity svrs w/sys Mission Crit OE LTU	3U	6	\$26,882.40
BM.	T1907BA	SGe RAC PPL LTU for HP-UX 11i v2	3U	1	

BN.	T1907BA 2AH	Single processor license	3U	4	\$4,784.00
BO.	T1907BA 0D1	Factory integrated	3U	1	
BP.	T1907BA ABA	U.S. - English localization	3U	1	
BQ.	B8843CA	HP-UX Workload Manager LTU, HP 9000	3U	2	
BR.	B8843CA 2AH	Single processor license	3U	6	\$6,474.96
BS.	B8843CA 0D1	Factory integrated	3U	2	
BT.	B8843CA ABA	U.S. - English localization	3U	2	
BU.	B8482AA	HP-UX Ent. OE Media Itanium Servers	3U	2	
BV.	B8482AA 0D1	Factory integrated	3U	2	\$183.08
BW.	B8482AA UMG	HP-UX 11i Version 2	3U	2	
BX.	B8482AA ABA	U.S. - English localization	3U	2	
BY.	B8482AA	HP-UX Ent. OE Media Itanium Servers	3U	1	
BZ.	B8482AA AJR	DVD media	3U	1	\$259.90
CA.	B8482AA 0D1	Factory integrated	3U	1	\$91.54
CB.	B8482AA UMG	HP-UX 11i Version 2	3U	1	
CC.	B8482AA ABA	U.S. - English localization	3U	1	
CD.	B8483AA	HP-UX MC OE Media Itanium Servers	3U	1	
CE.	B8483AA 0D1	Factory integrated	3U	1	\$91.54
CF.	B8483AA UMG	HP-UX 11i Version 2	3U	1	
CG.	B8483AA ABA	U.S. - English localization	3U	1	
CH.	B8483AA	HP-UX MC OE Media Itanium Servers	3U	1	
CI.	B8483AA AJR	DVD media	3U	1	\$259.90
CJ.	B8483AA 0D1	Factory integrated	3U	1	\$91.54

CK.	B8483AA UMG	HP-UX 11i Version 2	3U	1	
CL.	B8483AA ABA	U.S. - English localization	3U	1	
CM.	B8484AC	Ent. OE LTU for Integrity svrs w/sys	3U	6	\$17,995.20
CN.	B8485AC	Integrity svrs w/sys Mission Crit OE LTU	3U	6	\$26,882.40
CO.	T1907BA	SGe RAC PPL LTU for HP-UX 11i v2	3U	1	
CP.	T1907BA 2AH	Single processor license	3U	4	\$4,784.00
CQ.	T1907BA 0D1	Factory integrated	3U	1	
CR.	T1907BA ABA	U.S. - English localization	3U	1	
CS.	B8843CA	HP-UX Workload Manager LTU, HP 9000	3U	3	
CT.	B8843CA 2AH	Single processor license	3U	6	\$6,474.96
CU.	B8843CA 0D1	Factory integrated	3U	3	
CV.	B8843CA ABA	U.S. - English localization	3U	3	
Subt otal					\$197,640.38
Taxe s					\$16,305.33
Shipp ing					\$0.00
Total Server Software Costs					\$213,945.71
Existing Server License Credits					(\$139,113.50)
Total Server Software Costs after Credits					\$74,832.21
<i>The software credits are based on information given in the RFP.</i>					
<i>The software credits are subject to validation of licenses against support contracts.</i>					
<i>The software credits will require cancellation of corresponding software support items on the trade-in hardware platforms and transfer of licenses to the new platforms.</i>					
STORAGE AND SAN SOFTWARE COSTS					
NORWALK SITE					

A.	B9357AG	Command View XP for XP1024/XP128 LTU	NA	1	\$10,080.00
B.	T1610A	RAID Manager XP LTU	NA	1	
C.	T1613AA	Business Copy XP 1TB LTU (up to 1TB)	NA	1	\$17,094.00
D.	T1613AB	Business Copy XP 1TB LTU (2-6TB)	NA	5	\$36,960.00
E.	T1613AC	Business Copy XP 1TB LTU (7-15TB)	NA	5	\$19,950.00
F.	T1614AA	LUN Conf/Sec Mgr XP 1TB LTU (up to 1TB)	NA	1	\$7,430.22
G.	T1614AB	LUN Conf/Sec Mgr XP 1TB LTU (2-6TB)	NA	5	\$14,280.00
H.	T1614AC	LUN Conf/Sec Mgr XP 1TB LTU (7-15TB)	NA	5	\$7,980.00
I.	B9369B	HP StorageWorks Performance Advisor LTU	NA	1	\$10,500.00
J.	B9510A	Auto Path XP for HP-UX Media	NA	1	\$748.86
K.	B9512A	Auto Path XP for HP-UX 5 server LTU	NA	1	\$13,650.00
L.	B9513A	Auto Path XP for HP-UX 10 server LTU	NA	1	\$20,580.00
MONTEREY SITE					
M.	B9357AG	Command View XP for XP1024/XP128 LTU	NA	1	\$10,080.00
N.	T1610A	RAID Manager XP LTU	NA	1	
O.	T1613AA	Business Copy XP 1TB LTU (up to 1TB)	NA	1	\$17,094.00
P.	T1613AB	Business Copy XP 1TB LTU (2-6TB)	NA	5	\$36,960.00
Q.	T1613AC	Business Copy XP 1TB LTU (7-15TB)	NA	7	\$27,930.00
R.	T1614AA	LUN Conf/Sec Mgr XP 1TB LTU (up to 1TB)	NA	1	\$7,430.22
S.	T1614AB	LUN Conf/Sec Mgr XP 1TB LTU (2-6TB)	NA	5	\$14,280.00
T.	T1614AC	LUN Conf/Sec Mgr XP 1TB LTU (7-15TB)	NA	7	\$11,172.00
U.	B9369B	HP StorageWorks Performance Advisor LTU	NA	1	\$10,500.00
V.	B9510A	Auto Path XP for HP-UX Media	NA	1	\$748.86
W.	B9512A	Auto Path XP for HP-UX 5 server LTU	NA	1	\$13,650.00
X.	B9513A	Auto Path XP for HP-UX 10 server LTU	NA	1	\$20,580.00
Subtotal					\$329,678.16
Taxes					\$27,198.38

Shipping					\$0.00
Total Storage and SAN Software Costs					\$356,876.61
Existing Storage License Credits					(\$66,950.00)
Total Storage and SAN Software Costs after Credits					\$289,926.61
<i>The software credits are based on information given in the RFP.</i>					
<i>The software credits are subject to validation of licenses against support contracts.</i>					
<i>The software credits will require cancellation of corresponding software support items on the</i>					
<i>trade-in hardware platforms and transfer of licenses to the new platforms.</i>					
BACKUP AND HIGH AVAILABILITY SOFTWARE COSTS					
NORWALK SITE					
A.	B6953AA	OV Data Protector one Drive UNIX etc LTU	NA	7	\$14,644.56
B.	B6955BA	OV Data Protector On-line ext. UNIX LTU	3U	3	\$8,983.80
C.	B6965BA	OV Data Protector On-line ext Win, LTU	3C	0	\$0.00
D.	B6958BA	OV Data Protector unlimited libr. LTU	3C	1	\$5,623.50
MONTEREY SITE					
E.	B6953AA	OV Data Protector one Drive UNIX etc LTU	NA	7	\$14,644.56
F.	B6955BA	OV Data Protector On-line ext. UNIX LTU	3C	3	\$8,983.80
G.	B6965BA	OV Data Protector On-line ext Win, LTU	3C	1	\$597.08
H.	B6958BA	OV Data Protector unlimited libr. LTU	3C	1	\$5,623.50
Subtotal					\$59,100.80
Taxes					\$4,875.82
Shipping					\$0.00
Total Backup and High Availability Software Costs					\$63,976.62
SYSTEM MONITORING SOFTWARE COSTS					
A.	B7993AA	HP-UX Enterprise OE Server Media	3U	1	
B.	B7993AA UM9	HP-UX 11i version 1	3U	1	
C.	B7993AA AAF	CD-ROM (disk only)	3U	1	\$372.90
D.	B7993AA OD1	Factory integrated	3U	1	\$128.70

E.	B7993AA ABA	U.S. - English localization	3U	1	
F.	B9090AC	HP-UX Enterprise OE LTU 1 CPU w/ system	3U	2	\$7,068.60
G.	B7405AA	OVOP Manager for HP-UX, LTU	3C	1	\$46,797.00
H.	B7424AA	HP OV Operations Agent Tier 2 LTU	3C	1	\$2,181.00
I.	B7490BA	HP OV Ops/Perf 7.X for HP-UX Media	3C	1	\$195.00
J.	B7491BA	HP OV Ops/Perf 7.x for HP-UX Manuals ENG	3C	1	\$313.20
K.	B9150AA	HP OV SPI Oracle Tier 4 LTU	3C	4	\$54,948.00
L.	B9157AA	HP OV Operations Agent Tier 4 LTU	3C	4	\$31,188.00
M.	J5333WA	HP OV Reporter 3.0 LTU, ENG	3C	1	\$7,800.00
N.	J5332WA	HP OV Reporter 3.0 Media, ENG	3C	1	\$87.00
O.	ORA200CA	OfO v9.2 64bit HP-UX 11&11.11 LTU	3C	1	\$10,101.00
P.	ORA230CA	OfO v9.2 64bit HP-UX 11&11.11 Media Kit	3C	1	\$66.00
Subtotal					\$161,246.40
Taxes					\$13,302.83
Shipping					\$0.00
Total Server Software Costs					\$174,549.23
TOTAL SOFTWARE COSTS					\$603,284.67

License Terms

DEFINITIONS

- a) "Delivery" means standard HP shipping to and arrival at the receiving area at the "Ship To" address specified in Customer's order.
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- a) Product installation information is available with Products, on quotations or upon request. Installation by HP, when included in the purchase price, is complete when the Product passes HP's standard installation and test procedures.
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- l) (intentionally omitted)
- m) If the Software is licensed for use in the performance of a U.S. government prime contract or subcontract, Customer agrees that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under vendor's standard commercial license.

EXHIBIT E

CURRENTLY LICENSED SYSTEM SOFTWARE

*County of Los Angeles
Sheriff's Department
Logicalis*

LA1 593662

*Server Consolidation Agreement
Exhibit E
Currently Licensed System Software*

Product Licensed	L A R C I S - A	L A R C I S - B	L A R C I S - C	L A R C I S - D	L A R C I S - E	D I M M S - A	S D C A D M A	S D C A D M B	S D C C U S - A	S D C C U S - B	S D C C U S - C	S I R R A S	X P - 5 1 2 / M P	X P - 5 1 2 / N P	L A R C I S - E M C	Total
HP-UX OS Lic, Servers	1	1	1	1		1						1				6
HP-UX Unlimited User/upg from 2 user	1	1	1	1		1						1				6
HP-UX OE Media for Servers	1	1	1	1	1	1	1	1	1	1	1	1				12
US - English loc.	1	1	1	1	1	1	1	1	6	4	4	1				23
Duel FDDI LAN Adapter SW & LTU	3	1				1										5
HP OV GlancePlus Pak HP9000 Server,Media	1	1	1	1	1	1	1	1	1	1	1	1				12
HP OV GlancePlus Pak Tier Two, LTU			1		1	1	2	2	1	1	1	1				11
HP OV GlancePlus Pak Tier Three, LTU	2			1												3
HP Process Resource Mgr lic	1	1						1								3
HP Process Resource Mgr LTU, HP-UX 11.x									1	1	1					3
PRM Manual for HP-UX 11.x									1	1	1					3
Sys lic for HP9000 tier 3 SPU's	4	4		3												11
Sys lic for HP9000 tier 2 SPU's																
OnlineJFS lic																
OnlineJFS 3.3 lic for HP 9000 servers																
ServiceGuard OPS Ed lic																

Product Licensed	L A R C I S - A	L A R C I S - B	L A R C I S - C	L A R C I S - D	L A R C I S - E	D I M M S - A	S D C A D M A	S D C A D M B	S D C C U S - A	S D C C U S - B	S D C C U S - C	S I R R A S	X P - 5 1 2 / M P	X P - 5 1 2 / N P	L A R C I S - E M C	Total
ServiceGuard OPS Ed manual	1															1
OV Data Protector Cell Mgr HP-UX LTU	1				1	1		1			1					5
OV Data Protector Cell Mgr HP-UX Multi Drive, LTU				1												1
OV Data Protector one drive UXIX etc LTU	3			1	1			1			1					7
OV Data Protector On-line etc HP-UX LTU								1								1
MirrorDisk/UX lic for servers	1	1	1	1		1	1	1	1	1	1	1				11
HP OV PerfView Analyzer Servers, Media	1															1
HP OV PerfView Monitor Server, Media	1															1
OV HP PerfView Analyzer HP-UX, LTU	1															1
OV HP PerfView Monitor HP-UX, LTU	1															1
OV HP MeasureWare Tier Two, LTU																
HP OV MWare HP9000 Server, Media/Man																
HP-UX ver 11.0 manuals						1						1				2
CDE general useage manuals						1						1				2
HP-UX ver 10.20 manuals			1													1

Product Licensed	L A R C I S - A	L A R C I S - B	L A R C I S - C	L A R C I S - D	L A R C I S - E	D I M M S - A	S D C A D M A	S D C A D M B	S D C C U S - A	S D C C U S - B	S D C C U S - C	S I R R A S	X P - 5 1 2 / M P	X P - 5 1 2 / N P	L A R C I S - E M C	Total
General useage manuals			1													1
PCI 1000BaseSX GB Ethernet LAN adapt LTU				2												2
HP-UX Foundation OE LTU standalone					1		1	1	1	1	1					6
1000BaseSX LAN adapter					1											1
1000BaseSX PCI LAN adapter									3	3	3					9
One port PCI 2x Fiber Ch Adapter					1		1	1	3	3	3					12
PCI 10/100Base-T LAN adapter							1	1								2
OV Omniback 3.x Online HP-UX LTU Manual								1								1
MC/ServiceGuard SW & LTU, HP-UX 11.X									1	1	1					3
Manual for MC/ServiceGuard HP-UX 11.X									1							1
Ent. Cluster Toolkit LTU for HP-UX 11.x									1							1
PCI 100Base-T LAN adapter LTU for A-class												1				1
Performance Mgr XP, LTU on PC													1	1		2
Business Copy XP Media													1	1		2

Product Licensed	L A R C I S - A	L A R C I S - B	L A R C I S - C	L A R C I S - D	L A R C I S - E	D I M S - A	S D C A D M A	S D C A D M B	S D C C U S - A	S D C C U S - B	S D C C U S - C	S I R R A S	X P - 5 1 2 / M P	X P - 5 1 2 / N P	L A R C I S - E M C	Total
Business Copy XP Media XP48 & XP512													1	1		2
Business Copy XP 5TB LTU													3	1		4
Business Copy XP 10TB LTU														1		1
LUN Config Mgr XP Media													1	1		2
LUN Config Mgr XP Media XP48 & XP512													1	1		2
LUN Config Mgr XP 5TB LTU													3	1		4
LUN Config Mgr XP10 TB LTU														1		1
Secure Mgr XP Media													1	1		2
Secure Mgr XP Media XP512													1	1		2
Secure Mgr XP 5TB LTU													3	1		4
Secure Mgr XP 10TB LTU														1		1
SSE Tech Asst													1	1		2
Command View XP XP256 LTU													1			1
Command View XP LTU new XP512 sale														1		1
Command View Remote Control LTU U/G														1		1
HPSureStore E Command View XP LTU													1	1		2

Product Licensed	L A R C I S - A	L A R C I S - B	L A R C I S - C	L A R C I S - D	L A R C I S - E	D I M M S - A	S D C A D M A	S D C A D M B	S D C C U S - A	S D C C U S - B	S D C C U S - C	S I R R A S	X P - 5 1 2 / M P	X P - 5 1 2 / N P	L A R C I S - E M C	Total
TF for Open and NT Only Model MTF-Open															1	1
SYM Manager DDR - Model MSYMMGR-D															1	1
SYM Manager Control Option															1	1
SYM Manager Base Component Model MSYMMGR-B															1	1

EXHIBIT F

CRITICAL SYSTEM SUPPORT (PRODUCT COVERAGE LIST)

Exhibit F

**Server Consolidation
First Year, Upgrade Costs for
Critical Support Services (CSS) / Maintenance**

ITEM		QUANTITY	COST
MAINTENANCE COSTS			
NORWALK SITE			
A.	H4378P Critical Svc Solution-1st System: 1yr	1	
B.	HA112A1 HP CP 1Y Critical Service	1	
C.	HA112A1 100 Critical Server Services	1	\$10,565.00
D.	HA112A1 625 Support: Superdome	1	\$12,723.00
E.	HA112A1 6DY Support - Superdome Itanium CPU	5	\$12,935.00
F.	HA112A1 930 Support - Proactive/Critical Envtmt Svcs	1	\$20,304.00
G.	HA110A1 4AF Support - HP ProCurve Switch/Hub,low End	1	\$41.50
H.	HA112A1 6EC Support - 4 Bay Rack	2	\$1,596.40
I.	HA112A1 6EZ Support - HP Integrity Superdome SMS	1	\$8,786.00
J.	HA112A1 897 Support - DS 2100 Series	6	\$2,020.20
K.	HA112A1 6A5 Support - Server SW Applications	2	\$276.00
L.	HA112A1 6DN Support - E-OE for IA64	2	\$1,072.00
M.	HA112A1 6DP Support - Support MC-OE for IA64	8	\$4,920.00
N.	H4379P Critical Service Solution-Addl Sys: 1yr	1	
O.	HA112A1 HP CP 1Y Critical Service	1	
P.	HA112A1 625 Support: Superdome	1	\$12,723.00
Q.	HA112A1 6DY Support - Superdome Itanium CPU	6	\$15,522.00
R.	HA112A1 8D4 Support - FC Host Bus Adapter	3	\$559.50
S.	HA112A1 9A0 Critical Service OS/OE Extension	1	\$10,152.00
T.	HA112A1 9AZ Critical Server Extension	2	\$2,166.00
V.	HA112A1 6EC Support - 4 Bay Rack	2	\$1,596.40
W.	HA112A1 897 Support - DS 2100 Series	6	\$2,020.20
X.	HA112A1 6FB Support - SW 4xxx JBODs	2	\$1,203.80
Y.	HA112A1 6DQ Support - Microsoft E-DC for IA64 4 CPU	1	\$1,700.00

Z.	HA112A1	6A5	Support - Server SW Applications		4	\$552.00
AA.	HA112A1	6DN	Support - E-OE for IA64		4	\$2,144.00
AB.	HA112A1	6DP	Support - Support MC-OE for IA64		4	\$2,460.00
AC.	HA112A1		HP CP 1Y Critical Service		1	
AD.	HA112A1	300	Critical Storage Services		1	\$9,475.00
AE.	HA112A1	8C9	Support - 16 port FC 1-2Gbps CHIP Pr		1	\$1,363.00
AF.	HA112A1	8F7	Support - 73/146 GB FC Array Group		18	\$4,905.00
AG.	HA112A1	8F9	Support - 73/146 GB FC Spare Disk Drive		2	\$136.00
AH.	HA112A1	8KD	Support - XP1024 Disk Control Frame		1	\$1,600.50
AI.	HA112A1	8KI	Support - 2 GB Cache Memory Module		6	\$2,034.00
AJ.	HA112A1	8KJ	Support - Cache Platform Board		1	\$71.00
AK.	HA112A1	8KL	Support - 512 MB Shared Memory Module		3	\$315.00
AL.	HA112A1	8KM	Support - ACP pair- High Performance		1	\$834.00
AM.	HA112A1	8KN	Support - XP1024 Disk Array Frame		1	\$1,032.00
AN.	HA112A1		HP CP 1Y Critical Service		1	
AO.	HA112A1	8G5	Support - ESL Tape Drives		8	\$9,043.20
AP.	HA112A1	8GN	Support - ESL9322 Extended Library		1	\$5,191.20
AQ.	HA112A1	9AZ	Critical Server Extension		1	\$1,559.52
AR.	HA112A1	3MZ	Critical Storage Extension		1	\$7,796.88
AS.	HA112A1	3Q9	Support - OB, Unlimited & libr		1	\$756.00
AT.	HA112A1	3X1	Support - OV SPI Tier 2		3	\$1,188.00
AU.	HA112A1	3WF	Support - OV Data Protector Cell Mg HPUX		7	\$1,915.20
AV.	HA112A1		HP CP 1Y Critical Service			
AW.	HA112A1	4CA	Support-SAN Switch 2/32		2	\$2,929.30
AX.	HA112A1	400	Critical San Services		1	\$19,693.70
AY.						
AZ.						
MONTEREY SITE						
BA.	H4378P		Critical Svc Solution-1st System: 1yr		1	
BB.	HA112A1		HP CP 1Y Critical Service		1	
BC.	HA112A1	100	Critical Server Services		1	\$10,565.00
BD.	HA112A1	625	Support: Superdome		1	\$12,723.00
BE.	HA112A1	6DY	Support - Superdome Itanium CPU		6	\$15,522.00

BF.	HA112A1	930	Support - Proactive/Critical Envtmt Svcs		1	\$20,304.00
BG.	HA110A1	4AF	Support - HP ProCurve Switch/Hub,Low End		1	\$41.50
BH.	HA112A1	6EC	Support - 4 Bay Rack		2	\$1,596.40
BI.	HA112A1	6EZ	Support - HP Integrity Superdome SMS		1	\$8,786.00
BJ.	HA112A1	897	Support - DS 2100 Series		8	\$2,693.60
BK.	HA112A1	6A5	Support - Server SW Applications		6	\$828.00
BL.	HA112A1	6A6	Support - Server SW Applications		4	\$672.00
BM.	HA112A1	6DN	Support - E-OE for IA64		6	\$3,216.00
BN.	HA112A1	6DP	Support - Support MC-OE for IA64		6	\$3,690.00
BO.	H4379P		Critical Service Solution-Addl Sys: 1Yr		1	
BP.	HA112A1		HP CP 1Y Critical Service		1	
BQ.	HA112A1	625	Support: Superdome		1	\$12,723.00
BR.	HA112A1	6DY	Support - Superdome Itanium CPU		6	\$15,522.00
BS.	HA112A1	9AZ	Critical Server Extension		3	\$3,249.00
BT.	HA112A1	6EC	Support - 4 Bay Rack		3	\$2,394.60
BU.	HA112A1	897	Support - DS 2100 Series		10	\$3,367.00
BV.	HA112A1	6A5	Support - Server SW Applications		6	\$828.00
BW.	HA112A1	6A6	Support - Server SW Applications		4	\$672.00
BX.	HA112A1	6DN	Support - E-OE for IA64		6	\$3,216.00
BY.	HA112A1	6DP	Support - Support MC-OE for IA64		6	\$3,690.00
BZ.	HA112A1		HP CP 1Y Critical Service		1	
CA.	HA112A1	300	Critical Storage Services		1	\$9,475.00
CB.	HA112A1	8C9	Support - 16 port FC 1-2Gbps CHIP Pr		1	\$1,363.00
CC.	HA112A1	8F7	Support - 73/146 GB FC Array Group		22	\$5,995.00
CD.	HA112A1	8F9	Support - 73/146 GB FC Spare Disk Drive		2	\$136.00
CE.	HA112A1	8KD	Support - XP1024 Disk Control Frame		1	\$1,600.50
CF.	HA112A1	8K1	Support - 2 GB Cache Memory Module		6	\$2,034.00
CG.	HA112A1	8KJ	Support - Cache Platform Board		1	\$71.00
CH.	HA112A1	8KL	Support - 512 MB Shared Memory Module		3	\$315.00
CI.	HA112A1	8KM	Support - ACP pair- High Performance		1	\$834.00
CJ.	HA112A1	8KN	Support - XP1024 Disk Array Frame		1	\$1,032.00
CK.	HA112A1		HP CP 1Y Critical Service		1	
CL.	HA112A1	8G5	Support - ESL Tape Drives		8	\$9,043.20

CM.	HA112A1	8GN	Support - ESL9322 Extended Library		1	\$5,191.20
CN.	HA112A1	9AZ	Critical Server Extension		1	\$1,559.52
CO.	HA112A1	3MZ	Critical Storage Extension		1	\$7,796.88
CP.	HA112A1	3Q9	Support - OB, Unlimited & lbr		1	\$1,512.00
CQ.	HA112A1	3X1	Support - OV SPI Tier 2		3	\$2,376.00
CR.	HA112A1	3WF	Support - OV Data Protector Cell Mg HPUX		7	\$3,830.40
CS.	HA112A1		HP CP 1Y Critical Service			
CT.	HA112A1	4CA	Support-SAN Switch 2/32		2	\$2,929.30
CU.	HA112A1	400	Critical San Services		1	\$19,693.70
CV.						
CW.						
CX.						
CY.	HA112A1		HP CP 1Y Critical Service		1	
CZ.	HA112A1	6CV	Support - rp3440 CPU (pk of 2)		1	\$1,476.54
DA.	HA112A1	6JG	Support - rp3440 server		1	\$12,346.62
DB.	HA112A1	9AZ	Critical Server Extension		1	\$1,689.48
DC.	HA112A1		HP CP 1Y Critical Service		1	
DD.	HA112A1	6M2	Support - Enterprise OE per processor		2	\$1,950.00
DE.	HA112A1		HP CP 1Y Critical Service		1	
DF.	HA112A1	3GO	Support - Man:ITO,NM,PI,Perf,ECS		1	\$140.00
DG.	HA112A1	3GS	Support - OV Media / Manual		3	
DH.	HA112A1	3QT	Support - OV Oper Agt, Perf Agt		1	\$196.00
DI.	HA112A1	3SG	Support - SPI Ora Tier LTU		4	\$5,460.00
DJ.	HA112A1	3SC	Support - OV Oper Agt		4	\$2,800.00
DK.	HA112A1	3SJ	Support - OVOP Mgr UX		1	\$4,200.00
First Year Upgrade to Critical Systems Support Costs						
Taxes (Tax is paid on SW support only)						
Total Maintenance Costs						

Costs represent purchase of first year upfront with renewal contracts for following years.

Costs are list price, renewal discounts cannot be determined in advance and will be negotiated at renewal time

Substantial savings may be realized by purchasing 3 years upfront.

EXHIBIT G

EXISTING APPLICATIONS

APPLICATIONS TO BE MIGRATED TO NEW HARDWARE

HOST NAME	APPLICATION	INSTANCE	DATABASE	USERS	WEB	CLUSTER
LARCIS_A	Los Angeles Regional Crime Information System	LARC_A	Oracle 9i	10,000		Y
LARCIS_B	(LARCIS) Stores and displays current and historical crime data	LARC_B	Oracle 9i			Y
LARCIS_D		LARC	Oracle 9i			
LARCIS_E	Allows access to national and state databases		Oracle 9IAS		Y	
LARCIS_C	Regional Allocation of Police Services (RAPS). Accumulates law enforcement activity statistics	VRAPS	Oracle 8.1.7	700		
SIRRAS	Sheriff's Integrated Record Retrieval Assembly System (SIRRAS)	SIRRASIM	Oracle 8.1.7	100		
SDCADM_A	Personnel Performance Index (PPI). Stores personnel data related to use of force, investigations, and commendations	PIPROD	Oracle 8.1.7	1,000		
	Maximo. Tracks materials acquired by Facilities Administration. This will be replacing Facility Administration Acquisition Materials Mgmt System (FAMMS).	FAAMMS	Oracle 9i	280		
	Employee Information Verification Process (EIVP). Employees verify accuracy of current personnel data	ESS	Oracle 8.1.7	50	Y	
	Employee Information System (EIS). Personnel and organizational staffing data including Personal, Assignment, Residence, and Emergency Contacts	FMSDEV	Oracle 8.1.7	620		
	Certification Desk Management System (CDMS). Supports the Department's certification/referral list process by tracking the relationships between candidates, referral lists, and organizations.	OASIS	Oracle 8.1.7	300		
	Pre-Employment Tracking System (PTS). Tracks status of outside applicants to positions within the Department.	OASIS	Oracle 8.1.7	150		
	Examination Reporting System (ERS) Manages relationships between candidates and exam raters.	FMSDEV	Oracle 8.1.7	5		
*SDCCUS_A	Automated Inmate Management System (AIMS). Tracks personal property of inmates in Custody facilities	AIMS	Oracle 8.1.7	10	Y	Y

HOST NAME	APPLICATION	INSTANCE	DATABASE	USERS	WEB	CLUSTER
	Jail Inmate Classification System. (JICS) Classifies inmates for placement within Custody facilities based upon objective criteria.	JICS	Oracle 8.1.7	50		
	Historical Automated Justice Information System (HAJIS). Records all data relating to inmates	HAJIS	Oracle 8.1.7	25		Y
	Replicated Automated Justice Information System (RAJIS). Provides Oracle database copy of on-line IMS production data	RAJIS	Oracle 8.1.7	2,000		Y
	Incident Reports Tracking System (IRTS). Tracks all information regarding incidents involving inmates in Custody facilities	IRTS	Oracle 8.1.7	25		Y
*SDCCUS_B	Jail Inmate Management System (JIMS). Information management system for all Custody facilities (under development).	JIMS	Oracle 8.1.7	1,000		Y
	Inmate Trust Account System (ITAS) (component of JIMS). Manages individual inmates' funds.		Oracle 8.1.7	1,000		Y
DIMMS_A Will move to SDCCUS_B	Defendant Inmate Movement Management System (DIMMS). Point to point inmate tracking by bar code scanning of wristbands	DIMMS	Oracle 8.1.6	100		Y

* Listed hostname is the primary node in a ServiceGuard cluster. In the event of a fail over, applications will run on SDCCUS_C

EXHIBIT H

**THIRD PARTY PRODUCT AND SERVICES
WARRANTIES**

*County of Los Angeles
Sheriff's Department
Logicalis*

*Server Consolidation Agreement
Exhibit H
Third Party Product and Services Warranties*

Services Warranties – HP warrants that the Services will be performed in a workmanlike manner, in accordance with standards generally accepted in the industry. HP will re-perform, at no charge, any Service which fails to conform materially to this warranty. The remedies set forth in this Services warranty will be Customer's sole and exclusive remedy for a breach of the foregoing warranty on Services, other than remedies available to Customer under the Agreement, at law or in equity in respect of a termination for default, including excess costs, if applicable.

Warranty on Services Deliverables. HP warrants that each Services Deliverable provided under the Statement of Work will substantially conform to the relevant acceptance criteria set forth in the Statement of Work for such Services Deliverable for a period of ninety (90) days following the date of acceptance thereof. HP will attempt to correct any non-conformance confirmed by HP within a reasonable time. Customer will provide HP with reasonably sufficient information to permit HP to confirm such non-conformance, and will provide such assistance and cooperation as is reasonably requested by HP to permit HP to attempt to correct such non-conformance at HP's cost. If HP is unable to comply with the foregoing obligations, HP will refund the portion of the price stated in Exhibit C (Price and Schedule of Payments) with respect to such Services Deliverable upon prompt return of the affected Services Deliverable to HP. The remedies set forth in this Services Deliverables warranty will be Customer's sole and exclusive remedy for a breach of the foregoing warranty on Services Deliverables, other than remedies available to Customer under the Agreement, at law or in equity in respect of a termination for default, including excess costs, if applicable.

HP will not be responsible for a breach of this Services Deliverables warranty set forth above that would not have occurred but for:

- a. changes to the Deliverable that were implemented by Customer or a third party, other than changes that were approved by HP;
- b. changes to software or hardware with which the Deliverable operates or interfaces, or on which the Deliverable or the Consulting Services otherwise rely, made by Customer or a third party, including the vendors of such software or hardware, other than changes that were approved by HP;
- c. errors or defects in such software or hardware with which the Deliverable operates or interfaces, or on which the Deliverable or Consulting Services otherwise rely, which errors or defects in such software or hardware may be covered by the applicable Third Party Product and Services Warranty, if any; or
- d. use or operation of the Deliverables or any portion thereof in a manner inconsistent with the specified use or environment as described in the approved system design document.

THIRD PARTY PRODUCTS: With respect to any third party branded products, delivered by HP under this Agreement, HP makes no warranty to CUSTOMER, but agrees to pass through to CUSTOMER any warranty offered by the third party to CUSTOMER.

Warranty for Hardware and Software Products. CONTRACTOR warrants that Contractor and third party hardware supplied by Contractor under this Agreement ("Contractor Equipment") will be free from defects in workmanship and material under normal use during warranty period specified in the price quotation or in the standard terms and conditions which govern the sale of the HP or third party commercial products. Contractor further warrants that HP hardware Products conform to Specifications. Contractor warrants that HP and third party software supplied by HP under this Agreement ("HP Software") designated as warranted in the price quotation will substantially conform to the applicable Software Product Description or documentation accompanying the Software provided any nonconformance is reported during the specified warranty period. All Software not expressly designated as warranted is provided "AS IS." Contractor will provide the following exclusive warranty remedies for Contractor Equipment and Contractor Software, provided the Department promptly notifies Contractor during the specified warranty period, or for Services within thirty days after the performance of Services, of any non-conformance to the above warranties. Contractor will repair or replace defective Contractor Equipment pursuant to the warranty specified herein or in accordance with E-26 based upon the applicable warranty codes set forth in Exhibit C (Price and Schedule of Payments) of the Agreement or documentation accompanying the Contractor Equipment. Contractor will remedy warranted Contractor Software in the manner specified pursuant to the warranty specified herein or in accordance with E-26 based upon the applicable warranty codes set forth in Exhibit C (Price and Schedule of Payments) of the Agreement documentation accompanying the Contractor Software. Contractor will remedy non-conforming Service.

If, in Contractor's opinion, Contractor is unable to otherwise remedy the warranty non-conformance, Contractor may accept return of the Contractor Equipment or Contractor Software and refund the purchase price, or refund a portion or all of the purchase price of the Critical System Support Services.

The warranties set forth above shall not apply to the extent caused by problems arising from or related to any part of the Deliverable which: (a) is modified by CUSTOMER or at its direction without HP's (and where applicable the third-party's) consent, (b) is improperly used or is operated outside the specified Vendor's (and where applicable third-party's) published environmental conditions or operating requirements, which environmental conditions and operating requirements have been provided to County, (c) is damaged due to conditions resulting from causes external to the System and are outside of the control of HP, or (d) from which Vendor's (and where applicable the third-party's) serial numbers have been removed.

12.6 Warranty Disclaimers. THE WARRANTIES CONTAINED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES FOR THE SERVICES AND PRODUCTS TO BE PROVIDED BY HP UNDER THIS AGREEMENT. HP DOES NOT WARRANT THAT THE DELIVERABLES WILL BE ERROR FREE OR THAT THE DELIVERABLES WILL BE COMPATIBLE WITH PRESENT OR FUTURE PRODUCTS OF HP (OTHER THAN THOSE PRODUCTS PROVIDED PURSUANT TO THESE WARRANTIES OR CSS) OR OTHER VENDORS.

Form E-26 HP Product Warranty and Installation Information

1. DEFINITIONS

- a) "Delivery" means standard HP shipping to and arrival at the receiving area at the "Ship To" address specified in Customer's order.
- b) "Products" means hardware, Software, documentation, accessories, supplies, parts and upgrades that are determined by HP to be available from HP upon receipt of Customer's order. "Custom Products" means Products modified, designed or manufactured to meet Customer requirements.
- c) "Software" means one or more programs capable of operating on a controller, processor or other hardware Product ("Device") and related documentation. Software is either a separate Product, included with another Product ("Bundled Software"), or fixed in a Device and not removable in normal operation ("Firmware").
- d) "Specifications" means specific technical information about HP Products which is published in HP Product manuals and technical data sheets in effect on the date HP ships Customer's order.

2. WARRANTY STATEMENT

- a) Product warranty period is defined by the warranty code appearing on quotations, as described in the "Warranty and Installation Classification Table" below or is available upon request.
- b) Products purchased from HP will receive the standard warranty in the country of purchase. If Customer moves such Products to another country where HP has Support presence, then Customer will receive the destination country standard warranty.
- c) (Not Applicable) Customer may receive a different warranty when the Product is purchased as part of a system. HP reserves the right to change the warranty. Such changes will affect only new orders.
- d) For Products purchased from HP and sold to the end user Customer the warranty period begins on the date of Delivery, or the date of installation if installed by HP. If Customer schedules or delays installation by HP more than 30 days after Delivery, the warranty period begins on the 31st day after Delivery.
- e) (Not Applicable) If Customer is an HP authorized Dealer, Retailer, or single tier Distributor, the warranty period for the end user customer begins on the date that is stored by the HP Product when it is initially operated or, if not available, the date that the end user customer purchases the product from the Dealer, Retailer or single tier Distributor.
- f) (Not Applicable) If Customer is an HP authorized VAR, OEM or Systems Integrator and HP Products are purchased for such purpose, the Customer may inspect and test the Product. If the Product is found defective prior to shipment by Customer to their end user customer, the Product will qualify to receive HP's standard warranty service associated with the Product. The warranty period for their end user customer begins no later than 90 days from the date the Product is shipped by HP to the VAR, OEM or Systems Integrator.

*County of Los Angeles
Sheriff's Department
Logicalis*

*Server Consolidation Agreement
Exhibit H
Third Party Product and Services Warranties*

- g) (Not Applicable) If Customer is an HP authorized Wholesaler or two tier Distributor, the Customer and/or its authorized reseller(s) may inspect and test the Product. If the Product is found defective prior to shipment by Customer to their end user customer, the Product will qualify to receive HP's standard warranty service associated with the Product. The warranty period for their end user customer begins no later than 180 days from the date the Product is shipped by HP to the Wholesaler or two tier Distributor.
- h) (Not Applicable) Customer as described in Section 2. f) and 2. g) above may offer either their own solution warranty to their end user customer(s) or the HP warranty from the country of original purchase with warranty terms and conditions which obligate HP to no greater than the following:
 - 1. Warranty duration and coverage for defective Products no greater than that provided in Exhibit E26 and in any associated Product Exhibit;
 - 2. Warranty exclusions and disclaimers, and limitation of remedies and liability no less favorable to HP than those set forth in Exhibit E26 and in any associated Product Exhibit.
- i) (Not Applicable) Customer as described in Section 2. f) and 2. g) above may offer more extensive warranty coverage, including its own additional system or solution warranties, only to the extent that Customer or their HP authorized reseller remains solely responsible at its own cost for performing associated warranty obligations. Customer or their HP authorized reseller will indemnify and hold HP harmless against any claims, losses or damages arising from breach of the terms of this Section 2. i) and Section 2. h) above.
- j) If the end user Customer transfers a Product to another user, warranty service is available to that user for the remainder of the warranty period.
- k) HP warrants HP hardware Products against defects in materials and workmanship. HP further warrants that HP hardware Products conform to Specifications.
- l) HP warrants that Software will not fail to execute its programming instructions due to defects in materials and workmanship when properly installed and used on the Device designated by HP. HP further warrants that HP owned standard Software will substantially conform to Specifications. HP does not warrant that Software will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer.
- m) HP does not warrant that the operation of Products will be uninterrupted or error free.
- n) If HP receives notice of defects or non-conformance to hardware Specifications, or substantial non-conformance to HP owned standard Software Specifications during the warranty period, HP will, at its option, repair or replace the affected Products. If HP is unable, within a reasonable time, to repair, replace or correct a defect or non-conformance in a Product to a condition as warranted, Customer will be entitled to a refund of the purchase price upon prompt return of the Product to HP. HP will pay expenses for return of such Products to HP. HP will pay expenses for shipment of repaired or replacement Products.
- o) HP warrants that HP Support will be provided in a professional and workmanlike manner. HP will replace, at no charge, parts which are defective and returned to HP within 90 days of delivery.
- p) Some newly manufactured HP Products may contain and warranty service may use remanufactured parts, which are equivalent to new in performance.
- q) The above warranties do not apply to defects resulting from improper or inadequate maintenance by Customer; Customer or third party supplied software, interfacing or supplies unauthorized modification; improper use or operation outside of the Specifications for the Product by or on behalf of Customer; abuse or negligence by or on behalf of Customer; accident, loss or damage in transit; improper site preparation by or on behalf of Customer; or unauthorized maintenance or repair by or on behalf of Customer.
- r) THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT

3. PLACE OF PERFORMANCE

County of Los Angeles
 Sheriff's Department
 Logicialis

Server Consolidation Agreement
 Exhibit H
 Third Party Product and Services Warranties

- a) Within HP service travel areas, Products sold with On Site warranty coverage will be repaired by HP or HP's Authorized Service Provider at the Customer's facility at no charge. Outside HP service travel areas (see Section 5. below), warranty services will be performed at the Customer's facility only upon HP's prior agreement; Customer will pay HP's travel expenses and other applicable expenses for such services. Products with On Site warranty will receive warranty services outside the country of initial purchase. Service outside the country of initial purchase is subject to the local HP service travel areas and the conditions regarding initial installation site in Section 3. c) below.
- b) Within HP service travel areas, Products sold with installation coverage will be installed by HP or HP's Authorized Service Provider at the Customer's facility at no charge. Outside HP service travel areas (see Section 5. below), installation services will be performed at the Customer's facility only upon HP's prior agreement; Customer will pay HP's travel expenses and other applicable expenses for such services.
- c) Products sold with On Site warranty and installation coverage will receive warranty services only at the initial installation site. If Products eligible for On Site warranty and installation services are moved from the initial installation site, warranty services will be provided only if the Customer purchases additional inspection or installation services at the new site.
- d) Products sold with return to HP warranty may be returned to HP's designated service center. Customer will pay expenses for return of such Products to HP. HP will pay expenses for shipment of repaired or replacement Products to Customer.

4. WARRANTY AND INSTALLATION CLASSIFICATIONS

The following list of warranty codes and notes is general list applicable to its reseller agreement with Contractor and is a broader array of Products offered by HP than are acquired or licensed under this Agreement. The warranty codes and notes that are applicable to Products acquired or licensed under this Agreement are those warranty codes and notes listed on Exhibit C (Price and Schedule of Payments).

Products receive warranty and installation services as defined in the Warranty and Installation Classification Table below. Peripherals, accessories and interfaces receive the same services as the systems to which they are connected when:

- a) the Products are purchased with the system on a coordinated delivery and are included in the system configuration; or,
- b) the Products are purchased as add-ons to an existing system covered by a HP service agreement which is extended to include the add-on Products.

WARRANTY CODE	WARRANTY PERIOD	SERVICE LOCATION	SERVICE LEVEL Unless otherwise specified below, standard local service is included.	RESPONSE TIME Unless otherwise specified below, standard local response time is included.	INSTALLATION INCLUDED	UPGRADE ELIGIBILITY (NOTE 2)	APPLICABLE NOTE(S)
1A	30 Days	HP/Dealer	Standard Bench		No	No	3
1B	60 Days	HP	Replacement		No	No	16
1C	30 Days	HP/Dealer	Replacement		No	No	16
1D	30 Days	HP/Dealer	Parts Only		No	No	14, 25
1E	5 Years	HP/Dealer	Parts Only	Next Day	No	No	27
1F	90 Days	HP/Dealer	Parts Only		No	No	14, 25
1G	2 Years	HP/Dealer	Parts Only		No	No	14, 25
1H	1 Year	HP	Enhanced Parts Only	48 Hours	No	Yes	28
1J	2 Years	On Site	24x7	Emergency	Yes	Yes	1, 22, 29, 31
1K	3 Years	On Site		4 Hours	No	No	1

County of Los Angeles
Sheriff's Department
Logalis

Server Consolidation Agreement
Exhibit H
Third Party Product and Services Warranties

WARRANTY CODE	WARRANTY PERIOD	SERVICE LOCATION	SERVICE LEVEL <i>Unless otherwise specified below, standard local service is included.</i>	RESPONSE TIME <i>Unless otherwise specified below, standard local response time is included.</i>	INSTALLATION INCLUDED	UPGRADE ELIGIBILITY (NOTE 2)	APPLICABLE NOTE(S)
1L	90 Days	HP	Replacement		Yes	No	16
1M	1 Year	HP	Express Exchange		No	No	30
1N	3 Years	HP	Express Exchange		No	No	30
1P	30 Days	HP	Replacement		No	No	16
1Q	30 Days	HP/Dealer	Parts Only		No	No	14, 25
1R	Months 1-12	On Site		3 Days	No	No	1
1R	Months 12-36	HP/Dealer	Standard Bench		No	No	3
1S	3 Years	HP	Parts Only		No	No	14, 25
1U	30 Days	HP	Replacement		No	No	16
1V	90 Days	On Site		4 Hours	Yes	Yes	1, 31
1W	90 Days	On Site		4 Hours	Yes	Yes	1
1X	90 Days	On Site		4 Hours	No	Yes	1
1Y	90 Days	On Site		Next Day	No	Yes	1
1Z	90 Days	On Site		Next Day	Yes	Yes	1
2A	90 Days	On Site		4 Hours	Yes	Yes	1, 31
2B	90 Days	On Site		4 Hours	Yes	Yes	1
2C	90 Days	On Site		4 Hours	No	Yes	1
2D	90 Days	On Site		Next Day	No	Yes	1
2E	90 Days	On Site		Next Day	Yes	Yes	1
2F	90 Days	On Site		Next Day	No	No	1
2G	90 Days	On Site		4 Hours	No	No	1
2H	90 Days	On Site		Next Day	Yes	No	1
2J	90 Days	On Site		3 Days	Yes	No	1
2K	90 Days	HP/Dealer	Replacement		No	No	4
2M	90 Days	On Site		Next Day	No	No	1
2N	90 Days	HP/Dealer	Standard Bench		No	Yes	3
2P	90 Days	HP/Dealer	Standard Bench		No	No	3
2Q	1 Year	On Site		Next Day	Yes	Yes	1, 31
2R	1 Year	HP/Dealer	Exchange		No	No	7
2S	2 Years	HP	Replacement		No	No	16
2T	1 Year	HP	Replacement		Yes	No	16
2U	3 Years	HP/Dealer	Exchange		No	No	7
2V	3 Years	HP/Dealer	Replacement		No	No	16
2W	5 Years	HP/Dealer	Standard Bench		No	No	3
2X	Lifetime	HP	Replacement		No	No	5
2Y	5 Years	HP/Dealer	Parts Only		No	No	14, 25
2Z	1 Year	HP/Dealer	Replacement		No	Yes	16
3A	90 Days	HP/Dealer	Standard Bench		No	Yes	3
3B	90 Days	HP/Dealer	Standard Bench		No	No	3

County of Los Angeles
Sheriff's Department
Logicalis

Server Consolidation Agreement
Exhibit H
Third Party Product and Services Warranties

WARRANTY CODE	WARRANTY PERIOD	SERVICE LOCATION	SERVICE LEVEL Unless otherwise specified below, standard local service is included.	RESPONSE TIME Unless otherwise specified below, standard local response time is included.	INSTALLATION INCLUDED	UPGRADE ELIGIBILITY (NOTE 2)	APPLICABLE NOTE(S)
3C	90 Days	HP	Replacement		No	No	4,6,16
3D	90 Days	HP	Standard Bench		No	No	3
3E	6 Months	On Site		3 Days	Yes	Yes	1
3F	3 Years	OEM	Modular Exchange	Next Day	No	No	12
3G	2 Years	HP/Dealer	Replacement	3 Days	No	No	16
3H	3 Years	HP	Enhanced Parts Only	48 Hours	No	Yes	28
3J	3 Years	OEM	Parts Only	Next Day	No	No	14
3K	6 Years	HP	Parts Only		No	No	14
3L	13 Months	HP/Dealer	Exchange	48 Hours	No	No	7
3M	15 Months	HP/Dealer	Exchange	48 Hours	No	No	7
3N	27 Months	HP/Dealer	Exchange	48 Hours	No	No	7
3P	90 Days	HP	Replacement		No	No	4,6,16
3Q	90 Days	HP	Parts Only		Yes	No	14, 20
3R	90 Days	HP	Parts Only		No	No	14, 20
3S	1 Year	On Site		Next Day	No	Yes	1
3T	1 Year	On Site		Next Day	Yes	Yes	1
3U	90 Days	HP	Replacement		No	No	4, 6, 16
3V	18 Months	HP/Dealer	Standard Bench		No	No	3
3W	1 Year	On Site	Modular Exchange	3 Days	No	No	1,12
3X	1 Year	HP/Dealer	Replacement		No	No	16
3Y	90 Days	HP/Dealer	Exchange		No	No	7
3Z	3 Years	HP	Parts Only	Next Day	No	Yes	14
4A	1 Year	HP/Dealer	Standard Bench		No	No	3
4B	1 Year	HP/Dealer	Standard Bench		No	Yes	3
4C	1 Year	HP/Dealer	Standard Bench		Yes	No	3
4D	1 Year	HP/Dealer	Standard Bench		No	No	3
4E	1 Year	HP/Dealer	Standard Bench		No	Yes	3
4F	1 Year	HP/Dealer	Standard Bench		Yes	No	3
4G	1 Year	On Site		Next Day	No	No	1
4H	1 Year	HP/Dealer	Exchange	Next Day	No	No	7
4J	1 Year	HP/Dealer	Exchange	Next Day	No	No	7
4K	1 Year	On Site		Next Day	Yes	Yes	1,31
4L	1 Year	On Site		Next Day	Yes	Yes	1
4M	1 Year	On Site		Next Day	No	Yes	1
4N	1 Year	On Site		2 Days	No	No	1
4P	1 Year	HP	Parts Only		No	No	14
4Q	1 Year	On Site		Next Day	Yes	No	1
4R	1 Year	On Site	COOP/24x7		Yes	Yes	1,10, 22
4S	1 Year	On Site	COOP/8x5	4 Hours	Yes	Yes	1,10, 22

County of Los Angeles
Sheriff's Department
Logicalis

Server Consolidation Agreement
Exhibit H
Third Party Product and Services Warranties

WARRANTY CODE	WARRANTY PERIOD	SERVICE LOCATION	SERVICE LEVEL <i>Unless otherwise specified below, standard local service is included.</i>	RESPONSE TIME <i>Unless otherwise specified below, standard local response time is included.</i>	INSTALLATION INCLUDED	UPGRADE ELIGIBILITY (NOTE 2)	APPLICABLE NOTE(S)
4T	1 Year	On Site	Hardware & Software	Next Day	No	No	1,21
4U	1 Year	HP/Dealer	Exchange		No	Yes	7
4V	3 Years	HP	Parts Only		No	No	14
4W	90 Days	On Site	Shared	Same Day	No	No	1,17
4X	1 Year	HP	Replacement		No	No	6
4Y	1 Year	On Site	Software		No	No	1,26
5A	1 Year	On Site		Next Day	Yes	No	1
5B	1 Year	On Site		Next Day	Yes	No	1
5C	1 Year	On Site		Next Day	No	No	1
5D	1 Year	On Site		3 Days	No	No	1
5E	1 Year	HP/Dealer	Exchange		No	No	7
5F	1 Year	HP/Dealer	Exchange	Next Day	No	No	7
5G	1 Year	On Site		3 Days	Yes	Yes	1, 31
5H	1 Year	On Site		3 Days	Yes	Yes	1
5J	1 Year	On Site		3 Days	No	Yes	1
5K	1 Year	On Site		3 Days	No	Yes	1
5L	1 Year	On Site		4 Hours	Yes	Yes	1, 31
5M	1 Year	On Site		4 Hours	Yes	Yes	1
5N	1 Year	On Site		4 Hours	No	Yes	1
5P	1 Year	HP	Replacement		No	No	6
5Q	1 Year	HP	Standard Bench		No	No	3
5R	1 Year	On Site		4 Hours	No	Yes	1
5S	1 Year	On Site		3 Days	Yes	Yes	1
5T	1 Year	On Site		3 Days	No	Yes	1
5U	1 Year	On Site		3 Days	Yes	No	1
5V	1 Year	On Site	COOP/8x5	4 Hours	Yes	Yes	1,10, 22
5W	1 Year	On Site	7 Days a week	Next Day	Yes	No	1,13
5X	1 Year	HP	Parts Only		No	No	14
5Y	1 Year	On Site	COOP/24x7		Yes	Yes	1,10, 22
5Z	1 Year	HP/Dealer	Exchange		No	Yes	7
6A	3 Years	On Site		Next Day	No	No	1
6B	2 Years	HP/Dealer	Standard Bench		No	No	3
6C	2 Years	On Site		Next Day	No	No	1
6D	2 Years	On Site		Next Day	Yes	No	1
6E	2 Years	HP/Dealer	Exchange	Next Day	No	No	7
6F	2 Years	HP/Dealer	Exchange		No	No	7
6G	2 Years	HP/Dealer	Exchange		No	Yes	7
6H	2 Years	HP	Parts Only		No	No	14
6J	2 Years	On Site	Shared	Same Day	Yes	No	1,17

County of Los Angeles
Sheriff's Department
Logicalis

Server Consolidation Agreement
Exhibit H
Third Party Product and Services Warranties

WARRANTY CODE	WARRANTY PERIOD	SERVICE LOCATION	SERVICE LEVEL <i>Unless otherwise specified below, standard local service is included.</i>	RESPONSE TIME <i>Unless otherwise specified below, standard local response time is included.</i>	INSTALLATION INCLUDED	UPGRADE ELIGIBILITY (NOTE 2)	APPLICABLE NOTE(S)
6K	1 Year	On Site	600K page limit	Next Day	No	Yes	1,33
6L	18 Months	HP/Dealer	Standard Bench		No	No	3
6M	18 Months	HP	Replacement		No	No	16
6N	18 Months	On Site		Next Day	No	No	1
6P	2 Years	HP	Replacement		No	No	16
6Q	2 Years	On Site	7 Days a week	Next Day	Yes	No	1,13
6R	2 Years	On Site		Next Day	No	No	1
6S	2 Years	HP/Dealer	Standard Bench		No	No	3
6T	Months 1-12	On Site			Yes	No	1
6T	Months 12-24	HP	Exchange	Next Day	Yes	No	7
6U	Months 1-12	On Site			No	Yes	1
6U	Months 12-24	HP	Exchange	Next Day	No	Yes	7
6V	2 Years	On Site		3 Days	No	No	1
6W	Months 1-12	On Site			No	No	1
6W	Months 12-24	HP	Exchange	Next Day	No	No	7
6X	2 Years	HP/Dealer	Exchange	Next Day	No	No	7
6Y	2 Years	On Site	Exchange	Next Day	No	No	1,7
6Z	1 Year	HP	Replacement		Yes	No	16
7A	3 Years	HP/Dealer	Standard Bench		No	No	3
7B	3 Years	HP/Dealer	Exchange		No	No	7
7C	3 Years	On Site		Next Day	No	No	1
7D	Months 1-12	On Site		Next Day	No	No	1, 9
7D	Months 12-36	HP	Standard Bench		No	No	9
7E	3 Years	HP/Dealer	Exchange	Next Day	No	No	7
7F	Months 1-12	HP	Exchange	Next Day	No	No	7, 11
7F	Months 12-36	HP	Standard Bench		No	No	11
7G	3 Years	On Site		Next Day	No	No	1
7H	3 Years	HP/Dealer	Replacement		No	No	16
7J	3 Years	HP/Dealer	Modular Exchange		No	No	12
7K	Months 1-12	On Site		Next Day	No	No	1, 9
7K	Months 12-36	HP/Dealer	Standard Bench		No	No	9
7L	3 Years	HP/Dealer	Standard Bench		No	No	3
7M	3 Years	HP/Dealer	Exchange		No	Yes	7
7N	3 Years	On Site		Next Day	Yes	Yes	1, 31
7P	3 Years	On Site		Next Day	Yes	Yes	1
7Q	3 Years	On Site		Next Day	No	Yes	1
7R	3 Years	HP/Dealer	Exchange	Next Day	No	Yes	7
7S	Months 1-12	HP/Dealer	Standard Bench		No	No	3, 18
7S	Months 12-36	HP/Dealer	Parts Only		No	No	18

County of Los Angeles
Sheriff's Department
Logicalis

Server Consolidation Agreement
Exhibit H
Third Party Product and Services Warranties

WARRANTY CODE	WARRANTY PERIOD	SERVICE LOCATION	SERVICE LEVEL <i>Unless otherwise specified below, standard local service is included.</i>	RESPONSE TIME <i>Unless otherwise specified below, standard local response time is included.</i>	INSTALLATION INCLUDED	UPGRADE ELIGIBILITY (NOTE 2)	APPLICABLE NOTE(S)
7T	Months 1-12	On Site		Next Day	No	No	1, 19
7T	Months 12-36	HP/Dealer	Parts Only		No	No	19
7U	3 Years	On Site		3 Days	Yes	No	1
7V	3 Years	On Site		3 Days	No	Yes	1
7W	3 Years	On Site		3 Days	No	No	1
7X	3 Years	Dealer	Exchange		No	Yes	7
7Y	3 Years	On Site	24x7	8 Hours	No	No	1,22
7Z	3 Years	HP/Dealer	Parts Only		No	No	14
8A	5 Years	On Site		Next Day	No	No	1
8B	5 Years	HP	Replacement		No	No	16
8C	5 Years	HP/Dealer	Standard Bench		No	No	3
8D	5 Years	HP	Replacement		No	Yes	16
8E	Months 1-60	On Site		Next Day	No	No	1, 15
8E	Months 60+	HP/Dealer	Parts Only		No	No	15
8F	5 Years	On Site		Next Day	No	No	1
8G	5 Years	HP	Replacement		No	No	16
8H	5 Years	HP/Dealer	Exchange	Next Day	No	No	7
8J	5 Years	HP/Dealer	Exchange	Next Day	No	Yes	7
8K	5 Years	HP/Dealer	Exchange		No	No	7
8L	5 Years	HP/Dealer	Exchange		No	Yes	7
8M	Months 1-3	On Site		Next Day	No	No	1, 23
8M	Months 4-36	HP/Dealer	Parts Only		No	No	23
8N	Months 1-12	On Site		Next Day	No	No	1, 23
8N	Months 12-36	HP/Dealer	Parts Only		No	No	23
8P	Months 1-12	On Site		Next Day	No	No	1, 24
8P	Months 12-36	HP	Parts Only		No	No	24
8R	3 Years	HP/Dealer	Exchange	Next Day	No	No	7
8S	3 Years	On Site	Exchange		No	No	1,7
8T	2 Years	On Site		Next Day	Yes	No	1
8U	2 Years	On Site		3 Days	Yes	No	1
8V	Months 1-12	On Site		Next Day	No	No	1, 24
8V	Months 12-36	HP	Parts Only		No	No	24
8X	4 Years	HP/Dealer	Parts Only	Next Day	No	No	14
8Y	1 Year	Dealer	Dealer Warranty Only		No	No	34
8Z	4 Years	HP/Dealer	Exchange	3 Days	No	No	7
9B	3 Years	On Site	24x7	4 Hours	No	No	1,22
9F	1 Year	On Site	24x7	Next Day	Yes	No	1,22
9G	1 Year	On Site	24x7	Next Day	No	No	1,22
9H	3 Years	On Site	Exchange	2 Days	No	No	1,7

County of Los Angeles
Sheriff's Department
Logicalis

Server Consolidation Agreement
Exhibit H
Third Party Product and Services Warranties

WARRANTY CODE	WARRANTY PERIOD	SERVICE LOCATION	SERVICE LEVEL Unless otherwise specified below, standard local service is included.	RESPONSE TIME Unless otherwise specified below, standard local response time is included.	INSTALLATION INCLUDED	UPGRADE ELIGIBILITY (NOTE 2)	APPLICABLE NOTE(S)
9K	2 Years	On Site	24x7	Emergency	No	No	1,22,29
9L	90 Days	HP	Media Replacement + Phone-in Assist		No	No	4,16,35
9M	Lifetime	HP	Replacement		No	Yes	5
9N	Lifetime	HP	Replacement		No	Yes	5
9P	Lifetime	HP	Replacement		No	No	5
9Q	10 Years	HP	Replacement		No	No	16
9R	Lifetime	HP/Dealer	Exchange	Next Day	No	Yes	7
9S	2 Years	HP/Dealer	Exchange for Credit	48 Hours	No	No	32
9V	6 Months	HP/Dealer	Replacement		No	No	16
9T	2 Years	On Site		Same Day	No	No	1
9U	6 Months	HP/Dealer	Standard Bench		No	No	3
9W	6 Months	On Site		Next Day	No	No	1
9X	30 Years	HP	Replacement		No	No	8
9Y	90 Days	HP	Replacement		No	No	4,6,16
9Z	90 Days	HP	Replacement		No	No	20

NA No warranty is provided for this product.

NOTES:

- Responses are based on local standard business days and working hours. Unless otherwise stated, all responses are measured from the time the Customer calls until HP has either established a mutually acceptable time for support to be performed, or HP has begun to provide On Site support or remote diagnostics. See paragraph 6 entitled "Response Times" for more terms and conditions about response times within HP travel zones.
- Upgrade eligibility indicates Product warranty and installation coverage is eligible to change to match the warranty coverage of the controlling Product when ordered as a component of a system.
- Standard Bench warranty means repaired by HP or a HP dealer at its designated repair center.
- Warranty service is limited to repair or replacement of defective Software media or materials only.
- Lifetime parts warranty for an item that is warranted throughout the support life of the Product in which it is used.
- HP does not support products manufactured by another company and distributed by Hewlett-Packard. The original product manufacturer provides support. Software warranty services from HP are limited to replacement of defective Software media or materials. Customer should contact and/or register with the product manufacturer to receive any additional warranty and support coverage information that may be available.
- Unit Exchange warranty may return to the Customer a repaired exchange unit or their original product repaired to HP standards.
- The Product may be replaced, repaired or the purchase price refunded if found to be defective during the first 30 years of use.
- On Site warranty with next day response is provided for the first year and Standard Bench warranty is provided for two additional years. Standard Bench warranty means repaired by HP or by a HP dealer at its designated repair center.
- Cooperative Support involves a sharing of responsibilities for replacement parts inventory and On Site product servicing.

County of Los Angeles
Sheriff's Department
Logicalis

Server Consolidation Agreement
Exhibit H
Third Party Product and Services Warranties

- 11) Unit exchange (see note #7) warranty is provided for the first year and Standard Bench warranty is provided for two additional years. Standard Bench warranty means repaired by HP or a HP dealer at its designated repair center.
- 12) Module Exchange warranty may return to the Customer a refurbished module in exchange for the Customer's original.
- 13) Response to a call for support is available 7 days a week. On Site response is provided by the next day after receiving a call requesting warranty support.
- 14) Parts only warranty means HP will supply the Customer with a replacement part in exchange for a defective one. HP may, at its option, waive the requirement for the Customer to return the defective part.
- 15) Five year On Site warranty is supplemented with a lifetime parts warranty. Lifetime means HP will supply the Customer with a replacement part in exchange for a defective one throughout the support life of the Product. Some part restrictions apply.
- 16) The item is warranted against manufacturing defects in material or workmanship only.
- 17) Shared warranty support responsibility with the original equipment manufacturer. HP provides the initial contact for the Customer and works with the original equipment manufacturer the same business day to supply required warranty support if needed.
- 18) First year receives standard bench repair warranty coverage and years two and three receive replacement parts warranty coverage only.
- 19) First year receives standard On Site, Next Day warranty coverage and years two and three receive replacement parts warranty coverage only.
- 20) Products manufactured by another company, distributed by HP and supported by HP receive minimal warranty coverage of 90 days parts only. This warranty may be upgraded to 1 year On Site support.)
- 21) HP warrants that both the standard hardware and software will substantially conform to published specifications.
- 22) Responses are measured from the time the Customer calls until HP has either established a mutually acceptable time for support to be performed, or HP has begun to provide On Site support or remote diagnostics. 24x7 refers to coverage of 24 hours a day, 7 days a week. 8x5 refers to coverage of 8 hours a day, 5 days a week.
- 23) Two levels of warranty coverage are provided for specified intervals of time. The two levels can be described as follows: 1) On Site support supplied by the next business day; and, 2) Parts only coverage without the need to return the defective part.
- 24) Two levels of warranty coverage are provided for specified intervals of time. The two levels can be described as follows: 1) On Site support supplied by the next business day; and, 2) Parts only coverage excluding the keyboard and mouse.
- 25) The Customer may accept parts only warranty (see note #14) or return the product to the point of sale for warranty support.
- 26) HP warrants that the standard software will substantially conform to published specifications.
- 27) Keyboard and mouse are covered for the first year only.
- 28) The Enhanced Parts Only service level means that HP will provide the Customer with remote resolution assistance, parts diagnosis, replacement part(s) in return for defective one(s), and remote part installation assistance. At its option, HP may, but is not obligated to, repair the product On Site.
- 29) Emergency delivery provides the immediate dispatch of an on-site customer engineer and repair parts. HP reserves the right to determine the conditions under which emergency delivery is required. Generally, the conditions requiring emergency delivery are when HP proactively notes the product has experienced a "hard down" or a "cache memory performance degradation". If these conditions are not the cause of the warranty call, then HP will respond normally on the next business day.
- 30) HP Express Exchange is premium support designed for customers who require maximum uptime. The Customer receives a permanent replacement product at their site within two days from date of order placement. Faster delivery is available if the Customer's order is placed at the beginning of the workday; contact your local Customer Care Center for more details.
- 31) Site preparation service included with installation.
- 32) Unit Exchange warranty provides Customer with a different unit in exchange for their original product. Upon receipt, HP will credit the Customer for the return of the original product.
- 33) Warranty for these LaserJet printers in the United States is 1 year or 600,000 printed pages maximum, whichever comes first.
- 34) Warranty is provided exclusively by the HP authorized Dealer.
- 35) HP will provide customers with remote assistance (by phone and/or by e-mail) for installation and configuration. Usage and consulting related support of this software are not covered under this warranty and may be obtained at additional expense.

5. RESPONSE TIMES

County of Los Angeles
 Sheriff's Department
 Logicalis

Server Consolidation Agreement
 Exhibit H
 Third Party Product and Services Warranties

Response times for on site warranty repair services are specified in the Response Time Table below.

RESPONSE TIME TABLE

ZONE NUMBER	1-3	4-5	6	Other
Distance (Miles/Km)	0-100 / 0-160	101-200 / 161-320	201-300 / 321/480	
Classification Codes 1J, 1K, 1V, 1W, 1X, 2A, 2B, 2C, 2G, 4S, 5L, 5M, 5N, 5R, 5V, 9B & 9K	Within 4 Coverage Hours	Within 8 Coverage Hours	Within 12 Coverage Hours	Quote
Classification Code 7Y	Within 8 Coverage Hours	Within 16 Coverage hours	Within 24 Coverage hours	Quote
Classification Codes 4W, 6J & 9T	Within the Same Coverage Day	Within the Next Coverage Day	Within 2 Coverage Days	Quote
Classification Codes 1Y, 1Z, 2D, 2E, 2F, 2H, 2M, 2Q, 3S, 3T, 4G, 4K, 4L, 4M, 4Q, 4T, 5A, 5B, 5C, 5W, 6A, 6C, 6D, 6K, 6N, 6Q, 6R, 6Y, 7C, 7D, 7G, 7K, 7N, 7P, 7Q, 7T, 8A, 8E, 8F, 8M, 8N, 8P, 8T, 8V, 9F, 9G, 9T, & 9W	Within the Next Coverage Day	Within 2 Coverage Days	Within 3 Coverage Days	Quote
Classification Code 4N, 9H	Within 2 Coverage Days	Within 2 Coverage Days	Within 2 Coverage Days	Quote
Classification Codes 1R, 2J, 3E, 3W, 5D, 5G, 5H, 5J, 5K, 5S, 5T, 5U, 6V, 7U, 7V, 7W & 8U	Within 3 Coverage Days	Within 3 Coverage Days	Within 3 Coverage Days	Quote

6. INSTALLATION SERVICES

a) SITE PREPARATION

When this service is included in the purchase price of a Product, a representative of HP will contact the Customer upon receipt of Customer's purchase order to discuss site preparation requirements. This may be accomplished either during an on site visit or by telephone, and will encompass technical site planning, preparation and installation requirements relevant to Customer's system. Customer will also receive documentation or information characterizing the physical, electrical and environmental requirements applicable to Customer's system, as well as any other requirements obtained in the appropriate HP "Site Preparation Manual" (when available) for the system.

b) SITE SURVEY

All installation sites must be approved by HP. Prior to the scheduled delivery of Customer's system, an HP representative will verify that the site has been prepared in conformance with the applicable "Site Preparation Manual" (when available) and meets all electrical and environmental requirements contained in that manual. This verification may occur either on site or by telephone.

c) PURCHASE OF INSTALLATION SERVICES

Standard installation services are included in the price of some system Products. These services may also be obtained from HP for Products or systems which do not include these

County of Los Angeles
Sheriff's Department
Logicalis

Server Consolidation Agreement
Exhibit H
Third Party Product and Services Warranties

services in the purchase price of the Product for additional cost which will be specially quoted.

d) INSTALLATION OF SYSTEMS AND SELECTED COMPONENTS

When installation is included in the purchase price of a Product:

- 1) HP will install Customer's system(s) at a mutually agreed time following notification by Customer that all Products of the coordinated shipment have been delivered to the site and that the site conforms to HP's requirements. Installations will be performed during HP's normal business hours. Installations performed outside of business hours at Customer's request may be subject to additional charges.
- 2) HP systems, including all accessories, interfaces, peripherals and terminals ordered with a system on a coordinated delivery and included in HP's configuration guide and located at the system site, will be installed by HP at no additional charge.

e) SOFTWARE INSTALLATION

Standard Software installation services consist of loading the operating system and utilities included in the operating system Software on the system and executing applicable verification tests. Software that is Customer installable will be noted in the applicable data sheet.

NOTES:

- i) Due to variations in local electrical codes, many Products are shipped without power cables and connectors. These Products must be connected to power by Customer's electrical contractor who is familiar with local regulations.
- ii) Repairs made on Products covered by HP warranty will be accomplished at no additional charge. Shipment damage related to a Customer initiated relocation or shipment is not covered under warranty. For Products or damage not covered by HP warranty, repairs will be made at Customer's expense.

EXHIBIT I

TRADE-IN

HARDWARE

Headquarters Data Center						
Host Name	Class	CPU's /Speed	Memory Mb	Internal Storage Gb	Cache Kb	Production Applications
LARCIS_A	9000/800/V2500	7 440	12284	53 = 705.069	1024	LARCIS
LARCIS_B	9000/800/V2500	6 440	8188	110 = 1,497.258	1024	LARCIS
LARCIS_C	9000/800/V2500	4 440	6144	2,291.266	1024	RAPS
LARCIS_E	9000/800/N4000-55	4 550	6144	7 = 138.928		N/A
DIMMS_A	9000/800/N4000-36	2 360	4096	8 = 58.314	1024	DIMMS
SDCADM_A	9000/800/N4000-55	4 550	8192	6 = 274.284		PPI, FAAMMS, LERL,ADRS, PTS, CDMS, EIS, ERS, EVIP
SDCADM_B	9000/800/N4000-55	4 550	4096	6 = 274.284		CASE DESIGN, CDMSDEV, PTS
Host Name	DKR2D -J72FC	DKR1D -J72FC	DKR1B -J47FC			
XP-512	1	27	67			

Norwalk Data Center

Host Name	Class	CPU's /Speed MHz	Memory Mb	Internal Storage Gb	Cache Kb	Production Applications
SIRRAS	9000/800/ N4000-36	2 360	8192	72.8	1500	VisiFlow Imaging
LARCIS_D	9000/800/ V2500	6 440	8188	70 = 1,000.438	1024	N/A
SDCCUS_A	9000/800/ N4000-55	4 550	8192	2 = 72	1024	AIMS, IRTS, HAJIS, RAJIS, JICS
SDCCUS_B	9000/800/ N4000-55	4 550	8192	2 = 72	1024	N/A
SDCCUS_C	9000/800/ N4000-55	5 550	8192	2 = 72	1024	N/A
Host Name	DKR2D -J72FC	DKR1D -J72FC	DKR1B -J47FC			
XP-512/MP	2	55	61			
	100-845- 044	100-845- 136	100-845- 036	100-845- 084		
LARCIS-EMC	25	2	2	1		

LARCIS_A

Parts	Part No.	Qty
V2500 BASE SYSTEM CONFIGURATION	A5074A	1
V3500 440MHZ PA8500 SINGLE CPU BOARD	A5491A	6
V2500/2600 MEM. CONTROLLER BD, SET OF 2	A50781	2
V2500/2600 2GB MEM, SET OF 8 256MB DIMMS	A5082A	4
PCI FWD SCSI-CARD HP 9000 SERVERS	A4800A	3
PCI FIBRE CHANNEL ADAPTER	A3740A	4
DUAL FDDI LAN ADAPTER	A3739A	2
10 100 BASE-T LAN ADAPTER	A3728A	3
HP 9000 DVD ROM DEVICE	A5220A	1
12GB DDS 3 DAT TAPE DRIVE	A3542A	1
FACTORY INT 10 PORT SHORT WAVE FC HUB	A3724AZ	2

HA FACTORY RACED STORAGE ENCLOSURE	A3312AZ	2
REDUNDANT HOT PLUGGABLE POWER SUPPLY	A3312AZ	2
2X9GB LP WD HIGH PERFORMANCE DISK MODULE	A3312AZ 254	6
V2500 440MHZA PA8500 SINGLE CPU BOARD	A5491A	1
V2500/2600 2GB MEM, SET OF 8 256MB DIMMS	A5082A	1
CORE CE SERVICES	H1429AA	1
ADD 1 HP CE SERVICES, NORMAL HOURS	H1430 AA	5

LARCIS_B

Parts	Part No.	Qty
V2500 BASE SYSTEMS CONFIGURATION	A5074A	1
V2500 400MHZ PA8500 SINGLE CPU BOARD	A5491A	6
V2500/2600 MEM. CONTROLLER BD, SET OF	A5078A	2
V2500/2600 2GB MEM, SET OF 8 256MB DIMMS	A5082A	4
PCI FWD SCSI-2 CARD FOR HP 9000 SERVERS	A4800A	3
PCI FIBRE CHANNEL ADAPTER	A3740A	4
DUAL FDDI LAN ADAPTER	A3739A	2
10 100 BASE-T ADAPTER	A3738A	3
HP 9000 DVD ROM DEVICE	A5220A	1
12GBDDS 3 DAT TAPE DRIVE	A3542A	1
V2500/2600 2GB MEM, SET OF 8 256MB DIMMS	A5082A	1
1X18.2 GB 7200 RPM LP HIGH PERF. DISK	A5286A	8
PCI FWD SCSI-2 CARD FOR HP 9000 SERVERS	A4800A	4
HP 4 DRIVE 48 CARTRIDGE DLT LIBRARY	A4855A	1
PROVIDES 4 DLT 700 TAPE DRIVES	A4855A 704	1

LARCIS_C

Parts	Part Number	Qty
HP9000 N4000 ENTERPRISE SERVER	A3639A	1
N-CLASS 440 MHZ PA8500 CPU 1.5MB CACHE	A5500A	4
HP SRVR RP 74XO PROCESSOR SUPPORT MODULE	A51681	2
512 MB HIGH DENSITY SYNCDRAM MEM. MODULE	A3763A	12
HP SERVER RP74XO MEMORY CARRIER BOARD	A4882A	3

Parts	Part Number	Qty
SMART FAMILY FULL HEIGHT ENCLOSURE	C4318SZ	1
E33 DEPTH EXT. KIT, FACTORY INTEGRATED	A5542AZ	1
PCI FWD SCSI-2 CARD FOR HP 9000 SERVERS	A4800A	1
18GB HOTPLUG ULTRA2 SCSI LP DISK	A5531A	2
PCI FIBRE CHANNEL ADAPTER	A3740A	2
DUAL FDDI LAN ADAPTER	A3739A	1
SYSTEM CONSOLE WHITE SCREEN	C1064WX	1
N-CLASS RACK MOUNT KIT FOR HP RACK SYS	A5170A	1
REDUNDANT SYSTEM HOTSWAP POWER SUPPLY	A5171A	1
DDS-3 DAT DRIVE FACTORY RACKED	C4318SZ 103	1
DVD-ROM DRIVE FACTORY RACKED	C4318CZ 108	1
HA FIELD RACKABLE STORAGE ENCLOSURE	A3312A	1
REDUNDANT HOT PLUGGABLE POWER SUPPLY	A3312A 002	1
2x18.2 GB 7200 RPM HIGH PERFORMANCE DISK	A3312A 165	4
DUAL PORT FWD SCSI (PCI BUS) ADAPTER	A5159A	1
FACTORY INT 10 PORT SHORT WAVE FC HUB	A3724AZ	2

LARCIS_D

Parts	Part Numbers	Qty
V2500 BASE SYSTEM CONFIGURATION	A5074A	1
V2500 440MHZ PA8500 SINGLE CPU BOARD	A5491A	6
LOCALIZED V2500 HW MANUAL KIT	A5075A	1
V2500/2600 MEM. CONTROLLER BD, SET OF 2	A5078A	2
V2500/2600 2GBMEM, SET OF 8 256MB DIMMS	A5082A	4
PCI FWD SCSI-2 CARD FOR HP 9000 SERVERS	A4800A	7
UNIVERSAL PCI FDDI ADAPTER	A3739B	2
ONE PORT PCI 2X FIBRE CHANNEL ADAPTER	A5158A	2
10 100 BASE-T LAN ADAPTER	A3738A	2
1000 BASE SX PCI LAN ADAPTER	A4926A	2
HP 9000 DVD ROM DEVICE	A5220A	1
12GB DDS 3DAT TAPE DRIVE	A3542A	1
HA FACTORY RACKED STORAGE ENCLOSURE	A3312AZ	1
REDUNDANT HOT PLUGGABLE POWER SUPPLY	A3312AZ 002	1

Parts	Part Numbers	Qty
2x18.2gb 7200 RPM HIGH PERFORMANCE DISK	A3312AZ 165	4
HP SURESTORE DLT LIBRARY 4/40 RACK HVDS	A5585A	1
HP SURESTORE DLT8000 TAPE DRIVE HVDS	A5589A	4

LARCIS_E

Parts	Part No.	Qty
HP9000 N4000 ENTERPRISE SERVER SOLUTION	A3639B	1
HP SERVER RP74X0 PA 8600 550MHZ CPU	A5866A	4
HP SRVR RP74X0 PROCESSOR SUPPORT MODULE	A5168A	2
2048MB HIGH DENSITY SYNC DRAM MEMORY MOD	A5864A	3
HP SERVER RP 74X0 MEMORY CARRIER BOARD	A4882A	2
HOTPLUG 36GB ULTRA 2 SCSI LP DISK, RP74X0	A6089A	2
DUAL PORT FWD SCSI (PCI BUS) ADAPTER	A5159A	1
1000BASESX PCI LAN ADAPTER	A4926A	1
ONE PORT PCI 2X FIBRE CHANNEL ADAPTER	A5158A	4
TERMINAL CONSOLE FOR HP3000/9000 SYSTEMS	C1099A	1
N-CLASS RACK MOUNT KIT FOR HP RACK SYS	A5170A	1
REDUNDANT SYSTEMS HOTSWAP POWER SUPPLY	A5171A	1
HA FACTORY RACKED STORAGE ENCLOSURE	A3312AZ	1
REDUNDANT HOT PLUGGABLE POWER SUPPLY	A3312AZ 002	1
2X18.2GB 7200 RPM HIGH PERFORMANCE DISK	A3312AZ 165	2
SMART FAMILY FULL HEIGHT ENCLOSURE	C4318SZ	1
DDS-3DAT DRIVE FACTORY RACKED	C4313SZ 103	1
DVD-ROM DRIVE FACTORY RACKED	C4318SZ 108	1
E41 DEPTH EXT. FACTORY INTEGRATED	A5543AZ	1
MODULAR POWER DIST. UNIT FOR STD RACKS	A5137AZ	2
HP9000 STD RACK SYSTEM E41	A4902A	1
HP SURESTORE ULTRIUM LIBR 2/20 RK LVDS	A6311A	1

SDCADMA

Part	Part No.	Qty
HP 9000 N4000 ENTERPRISE SERVER SOLUTION	A3639B	1

Part	Part No.	Qty
HP SERVER RP 74X0 PA8600 550 MHZ CPU	A5866A	4
HP SRVR RP 74X0 PROCESSOR SUPPORT MODULE	A5168A	2
2048MB HIGH DENSITY SYNC DRAM MEMORY MOD	A5864A	2
HP SERVER RP 74X0MEMORY CARRIER BOARD	A4882A	2
HOTPLUG 36GB ULTRA2 SCSI LP DISK, RP 74X0	A6089A	2
SINGLE PORT ULTRA 2 SCSI HBA (PCI BUS)	A5149A	1
PCI FWD SCSI-2 CARD FOR HP 9000 SERVERS	A4800A	2
PCI 10/100 BASE -T LAN ADPTR	A5230A	1
ONE PORT PCI 2X FIBRE CHANNEL ADAPTER	A5158A	2
N-CLASS RACK MOUNT KIT FOR HP RACK SYS	A5170A	1
REDUNDANT SYSTEM HOTSWAP POWER SUPPLY	A5171A	1
SMART FAMILY FULL HEIGHT ENCLOSURE	C4313SZ	1
DVD-ROM DRIVE FACTORY RACKED	C4318SZ 108	1
DDS-LVD DAT DRIVE FACTORY RACKED	C4318SZ 110	1
E41DEPTH EXT. KIT, FACTORY INTEFRATED	A5543AZ	1
FACTORY INT 10 PORT SHORT WAVE FC HUB	A3724AZ	1
HP SURESTORE DLT8000 TAPE DRIVE HVDS	A5589A	1
2048MB HIGH DENSITY SYNC DRAM MEMORY MOD	A5864A	2
HP 9000 N4000 ENTERPRISE SERVER SOLUTION	A3639B	1
HP SERVER RP 74X0 PA8600 550MHZ CPU	A5866A	4
HP SERVER RP 74X0 PROCESSOR SUPPORT MODULE	A5168A	2
2048MB HIGH DENSITY SYNC DRAM MEMORY MOD	A5864A	2
HP SERVER RP74X0 MEMORY CARRIER BOARD	A4882A	2
HOTPLUG 36GB SCSI LP DISK, RP 74X0	A6089A	2
SINGLE PORT ULTRA 2 SCSI HBA (PCI BUS)	A5149A	1
PCI FWD SCSI-2CARD FOR HP 9000 SERVERS	A4800A	2
PCI 10/100 BASE-T LAN ADPTR	A5230A	1
ONE PORT PCI 2X FIBRE CHANNEL ADAPTER	A5158A	2
N-CLASS RACK MOUNT KIT FOR HP RACK SYS	A5170A	1
REDUNDANT SYSTEMS HOTSWAP POWER SUPPLY	A5171A	1
SMART FAMILY FULL HEIGHT ENCLOSURE	C4318SZ	1
DVD-ROM DRIVE FACTORY RACKED	C4318SZ 108	1
DDS-4LVD DAT DRIVE FACTORY RACKED	C4318SZ 110	1

Part	Part No.	Qty
E41 DEPTH EXT KIT FACTORY INTEGRATED	A5543AZ	1
FACTORY INT 10 PORT SHORT WAVE FC HUB	A3724AZ	1
HP SURESTORE DLT8000 TAPE DRIVE HVDS	A5589A	1
HP SURESTORE DLT 2/20 FACTORY RACK HVDS	A5583AZ	1
HP SURESTORE DLT8000 TAPE DRIVE HVDS	A5589A	1
DS 2400 DISK ENCLOSURE	A6214A	1
ENTERPRISE CLASS 36GB 15K RPM FC HDD	A6193A	24
2048MB HIGH DENSITY SYNC DRAM MEMORY MOD	A5864A	2

SDCADMB

Part	Part No.	Qty
HP 9000 N4000 ENTERPRISE SERVER SOLUTION	A3639B	1
HP SERVER RP 74X0 PA8600 550MHZ CPU	A5866A	4
HP9000 STD RACK SYSTEM E41	A4902A	1
HP SRVR RP 74X0 PROCESSOR SUPPORT MODULE	A5168A	2
2048 MB HIGH DENSITY SYNCDRAM MEMORY MOD	A5864A	4
HP SERVER RP 74X0 MEMORY CARRIER BOARD	A4882A	2
HOTPLUG 36GB ULTRA2 SCSI LP DISK, RP74X0	A6089A	2
SINGLE PORT ULTRA 2 SCSI HBA (PCI BUS)	A5149A	1
PCI 10/100 BASE-T LAN ADPTR	A5230A	1
ONE PORT PCI 2X FIBRE CHANNEL ADAPTER	A5158A	2
N-CLASS RACK MOUNT KIT FOR HP RACK SYS	A5170A	1
REDUNDANT SYSTEM HOTSWAP POWER SUPPLY	A5171A	1
HP9000 STD RACK SYSTEM E41	A4902A	1
SURESTORE E DISK ARRAY FC60 FACTORY RACK	A5277AZ	1
DUAL CONTROLLER, 256MB CACHE	A5277AZ	1
FACTORY INT 10 PORT SHORT WAVE FC HUB	A3724AZ	1
E41 DEPTH EXT. KIT FACTORY INTEGRATED	A5543AZ	1
HP RACK SYSTEM/E41 WITH REAR DOOR & FEET	J1500B	1
DVD-ROM DRIVE FACTORY RACKED	C4318SZ	1
DDS-4 LVD DAT DRIVE FACTORY RACKED	C4318SZ	1
SMART FAMILY FULL HEIGHT ENCLOSURE	C4318SZ	1
HP 9000 N4000 ENTERPRISE SERVER SOLUTION	A3639B	1
HP SERVER RP 74X0 PA8600 550MHZ CPU	A5866A	4

Part	Part No.	Qty
HP9000 STD RACK SYSTEM E41	A4902A	1
HP SRVR RP 74X0 PROCESSOR SUPPORT MODULE	A5168A	2
2048MB HIGH DENSITY SYNCDRAM MEMORY MOD	A5864A	4
HP SERVER RP 74X0 MEMORY CARRIER BOARD	A4882A	2
HOTPLUG 36GB ULTRA 2 SCSI LP DISK, RP 74X0	A6089A	2
SINGLE PORT ULTRA 2 SCSI HBA (PCI BUS)	A5149A	1
PCI 10/100 BASE T LAN ADPTR	A5230A	1
ONE PORT PCI 2X FIBRE CHANNEL ADAPTER	A5158A	2
N-CLASS RACK MOUNT KIT FOR HP RACK SYS	A5170A	1
REDUNDANT SYSTEM HOTSWAP POWER SUPPLY	A5171A	1
HP9000 STD RACK SYSTEM E41	A4902A	1
SURESTORE E DISK ARRAY FC60 FACTORY RACK	A5277AZ	1
DUAL CONTROLLER 256MB CACHE	A5277AZ	1
FACTORY INT 10 PORT SHORT WAVE FC HUB	A3724AZ	1
E41 DEPTH EXT. KIT, FACTORY INTEGRATED	A5543AZ	1
HP RACK SYSTEM/E41 WITH REAR DOOR AND FEET	J1500B	1
DVD/ROM DRIVE FACTORY RACKED	C4318SZ 108	1
DDS-4LVD DAT DRIVE FACTORY RACKED	C4318SZ	1
SMART FAMILY FULL HEIGHT ENCLOSURE	C4318SZ	1

SDCCUSA

Part	Part No.	Qty
HP 9000 N4000 ENTERPRISE SERVER SOLUTION	A3639B	1
HP SERVER RP 74X0 PA8600 550MHZ CPU	A5866A	4
HP SRVR RP 74X0 PROCESSOR SUPPORT MODULE	A5168A	2
1024MB HIGH DENSITY SYNCDRAM MEMORY MOD	A4923A	8
HP SERVER RP 74X0 MEMORY CARRIER BOARD	A4882A	2
HOTPLUG 36GB ULTRA2 SCSI LP DISK, RP74X0	A6089A	2
1000BASE SX PCI LAN ADAPTER	A4926A	3
ONE PORT PCI 2X FIBRE CHANNEL ADAPTER	A5158A	3
N-CLASS RACK MOUNT KIT FOR HP RACK SYS	A5170A	1
REDUNDANT SYSTEM HOTSWAP POWER SUPPLY	A5171A	1
SMART FAMILY FULL HEIGHT ENCLOSURE	C4318SZ	1
DDS-3 DAT DRIVE FACTORY RACKED	C4318SZ 103	1

Part	Part No.	Qty
DVD-ROM DRIVE FACTORY RACKED	C4318SZ 108	1
BROCADE 8 PORT FC SWITCH, FACTORY RACK	A5625AZ	1
E41 DEPTH EXT. KIT, FACTORY INTEGRATED	A5543AZ	1
HP 9000 N4000 ENTERPRISE SERVER SOLUTION	A3639B	1
HP SERVER RP 74X0 PA8600 550MHZ CPU	A5866A	4
HP SRVR RP 74X0 PROCESSOR SUPPORT MODULE	A5168A	2
1024MB HIGH DENSITY SYNC DRAM MEMORY MOD	A4923A	8
HP SERVER RP74X0 MEMORY CARRIER BOARD	A4882A	2
HOTPLUG 36GB ULTRA 2 SCSI LP DISK, RP 74X0	A6089A	2
1000BASE SX PCI LAN ADAPTER	A4926A	3
ONE PORT PCI 2X FIBRE CHANNEL ADAPTER	A5158A	3
N-CLASS RACK MOUNT KIT FOR HP RACK SYS	A5170A	1
REDUNDANT SYSTEM HOTSWAP POWER SUPPLY	A5171A	1
SMART FAMILY FULL HEIGHT ENCLOSURE	C4318SZ	1
DDS-3 DAT DRIVE FACTORY RACKED	C4318SZ 103	1
DVD-ROM DRIVE FACTORY RACKED	C4318SZ 108	1
BROCADE 8 PORT FC SWITCH, FACTORY RACK	A5625AZ	1
E41 DEPTH EXT. KIT, FACTORY INTEGRATED	A5543AZ	1

SDCCUSB

Part	Part No.	Qty
HP 9000 N4000 ENTERPRISE SERVER SOLUTION	A3639B	1
HP SERVER RP 74X0 PA 8600 550MHZ CPU	A5866A	4
HP9000 STD RACK SYSTEM E41	A4902A	1
1024 MB HIGH DENSITY SYNC DRAM MEMORY MOD	A4923A	8
HPSRVR74X0 PROCESSOR SUPPORT MODULE	A5168A	2
HP SERVER RP74X0 MEMORY CARRIER BOARD	A4882A	2
HOTPLUG 36GB ULTRA2 SCSI LP DISK, RP74X0	A6089A	2
1000 BASE SX PCI LAN ADAPTER	A4926A	1
1000 BASE SX PCI LAN ADAPTER	A4926A	2
ONE PORT PCI 2X FIBRE CHANNEL ADAPTER	A5158A	3
N-CLASS RACK MOUNT KIT FOR HP RACK SYS	A5170A	1
REDUNDANT SYSTEM HOTSWAP POWER SUPPLY	A5171A	1
HP SERVER RP 74X0 MEMORY CARRIER BOARD	A48823A	2

Part	Part No.	Qty
HP 9000 N4000 ENTERPRISE SERVER SOLUTION	A3639B	1
HP SERVER RP74X0 PA8600 550MHZ CPU	A5866A	4
HP9000 STD RACK SYSTEM E41	A4902A	1
HP SRVR RP 74X0 PROCESSOR SUPPORT MODULE	A5168A	2
1024MB HIGH DENSITY SYNC DRAM MEMORY MOD	A4923A	8
HP SERVER RP74X0 MEMORY CARRIER BOARD	A4882A	2
HOTPLUG 36GB ULTRA2 SCSI LP DISK, RP74X0	A6089A	2
1000 BASE SX PCI LAN ADAPTER	A4926A	3
ONE PORT PCI 2X FIBRE CHANNEL ADAPTER	A5158A	3
N-CLASS RACK MOUNT KIT FOR HP RACK SYS	A5170A	1
REDUNDANT SYSTEM HOTSWAP POWER SUPPLY	A5171A	1
HP SERVER RP 74X0 MEMORY CARRIER BOARD	A4882A	2

SDCCUSC

Parts	Part No.	Qty
HP9000 N 4000 ENTERPRISE SERVER SOLUTION	A3639B	1
HP SERVER RP 74X0PA8600 550MHZ CPU	A5866A	1
HP SERVER RPO 74X0 PA8600 550MHZ CPU	A5866A	3
HP9000 STD RACK SYSTEMS E41	A4902A	1
HP SRVR RP 74X0 PROCESSOR SUPPORT MODULE	A5168A	2
1024MB HIGH DENSITY SYNC DRAM MEMORY MOD	A4923A	8
HP SERVER RP74X0 MEMORY CARRIER BOARD	A4882A	2
HOTPLUG 36GB ULTRA2 SCSI LP DISK, RP 74X0	A6089A	2
1000 BASE SX PCI LAN ADAPTER	A4926A	3
ONE PORT PCI 2X FIBRE CHANNEL ADAPTER	A5158A	3
N-CLASS RACK MOUNT KIT FOR HP RACK SYS	A5170A	1
REDUNDANT SYSTEM HOTSWAP POWER SUPPLY	A5171A	1
SMART FAMILY FULL HEIGHT ENCLOSURE	C4318SZ	1
DDS-3 DAT DRIVE FACTORY RACKED	C4318SZ	1
DVD-ROM DRIVE FACTORY RACKED	C4318SZ	1
E41 DEPTH EXT. KIT, FACTORY INTEGRATED	A5543AZ	1
HP SURESTORE ULTRIUM LIBR 2/20 RK LVDS	A6311A	1
HP SURESTORE ULTRIUM TAPE DRIVE LVDS	A6307A	2
HP SURESTORE FC INTERFACE ULTRIUM LVDS	A4674A	1

Parts	Part No.	Qty
SMART FIELD INT. DVD-ROM MODULE	C4315A	1
SMART FIELD INT. SE DDS3 DAT MODULE	C6365A	1
HP 9000 N4000 ENTERPRISE SERVER SOLUTION	A3639B	1
HP SERVER RP 74X0 PA8600 550MHZ CPU	A5866A	4
HP9000 STD RACK SYSTEM E41	A4902A	1
HP SRVR RP 74X0 PROCESSOR SYPPORT MODULE	A5168A	2
1024MB HIGH DENSITY SYNC DRAM MEMORY MOD	A4923A	8
HP SERVER RP 74X0 MEMORY CARRIER BOARD	A4882A	2
HOTPLUG 36G ULTRA2 SCSI LP DISK, RP 74X0	A6089A	2
1000 BASE SX LAN ADAPTER	A4926A	3
ONE PORT PCI 2X FIBRE CHANNEL ADAPTER	A5158A	3
N-CLASS RACK MOUNT KIT FOR HP RACK SYS	A5170A	1
REDUNDANT SYSTEM HOTSWAP POWER SUPPLY	A5171A	1
SMART FAMILY FULL HEIGHT ENCLOSURE	C4318SZ	1
DDS-3 DAT DRIVE FACTORY RACKED	C4318SZ	1
DVD-ROM DRIVE FACTORY RACKED	C4318SZ	1
E41 DEPTH EXT. KIT, FACTORY INTEGRATED	A5543AZ	1
HP SURESTORE ULTRIUM LIBR 2/20 RK LVDS	A6311A	1
HP SURESTORE ULTRIUM TAPE DRIVE LVDS	A6307A	2
HP SURESTORE FC INTRFACE ULTRIUM LVDS	A4674A	1
SMART FIELD INT. DVD-ROM MODULE	C4315A	1
SMART FIELD INT SE DDS3 DAT MODULE	C6365A	1

XP512/NP (Monterey Park)

Part	Part No.	Qty
XP512 DISK CNTRL FRAME 3 PHASE 50HZ/60HZ	A5951A	1
XP512 8-PORT FIBRE CHANNEL ADAPTER PAIR	A5956A	1
XP512 G GB CACHE MEMORY	A5962A	5
XP512 256 MB SHARED MEMORY MODULE	A5963A	1
XP512 ARRAY CONTROL PROCESSOR (ACP) PAIR	A5964A	1
XP512 DISK ARRAY FRAME	A5965A	1
3 PHASE 60 HZ FOR XP512 DKU	A5965A	1
47 GB ARRAY GROUP 4 DISKS	A5967A	22
47 GB SPARE DISK DRIVE	A5967S	1

Part	Part No.	Qty
XP512 ARRAY CONTROL PROCESSOR PRM UPGRD	A5964U	1
XP512 DISK ARRAY FRAME, UPGRADE	A5965U	1
3 PHASE 60HZ FOR XP512 DKU	A5965U	1
73GB ARRAY GROUP UPGRADE 4 DISKS	A5968U	7
73GB SPARE DISK DRIVE UPGRADE	A5968SU	1
XP512 8 PORT FIBRE CH ADPTR PR, UPGD	A5956U	1
XP512 2 GB CACHE MEMORY	A5962A	1
XP512 256 MB SHARED MEMORY MODULE	A5963A	2

XP512/MP (Norwalk)

Part	Part No.	Qty
XP512 DISK CNTRL FRAME 3 PHASE 50HZ/60HZ	A5951A	1
XP512 8-PORT FIBRE CHANNEL ADAPTER PAIR	A5956A	1
XP512 2 GB CACHE MEMORY	A5962A	5
XP512 256 MB SHARED MEMORY MODULE	A5963A	2
XP512 ARRAY CONTROL PROCESSOR (ACP) PAIR	A5964A	1
XP512 DISK ARRAY FRAME	A5965A	1
3 PHASE 60 HZ FOR XP512 DKU	A5965A	1
47 GB ARRAY GROUP 4 DISKS	A5967A	16
47 GB SPARE DISK DRIVE	A5967S	1
XP512 DISK ARRAY FRAME, UPGRADE	A5965U	1
3 PHASE 60HZ FOR XP512 DKU	A5965U	1
XP512 8-PORT FIBRE CHANNEL ADAPTER PAIR	A5956A	1
XP512 2 GB CACHE MEMORY	A5962A	5
XP512 256 MB SHARED MEMORY MODULE	A5963A	2
XP512 ARRAY CONTROL PROCESSOR PRM UPGRD	A5964U	1
73 GB ARRAY GROUP 4 DISKS	A5968A	14
72.9 GB SPARE DISK DRIVE -UPGRADE	A5968SU	1

SIRRAS

Part	Part No.	Qty
HP 9000 N4000 ENTERPRISE SERVER SOLUTION	A3639B	1
N-CLASS 360 MHZ PA8500 CPU 1.5 MB CACHE	A4883A	2
HP SRVR RP 74X0 PROCESSOR SUPPORT MODULE	A5168A	1

Part	Part No.	Qty
512MB HIGH DENSITY SYNCDRAM MEM MODULE	A3763A	8
HP SERVER RP74X0 MEMORY CARRIER BOARD	A4882A	2
18GB HOTPLUG ULTRA2 SCSI LP DISK	A5531A	2
PCI FWD SCSI-2 CARD FOR HP 9000 SERVERS	A4800A	2
PCI 10/100 BASE-T LAN ADPTR	A5230A	1
N-CLASS RACK MOUNT KIT FOR HP RACK SYS	A5170A	1
REDUNDANT SYSTEM HOTSWAP POWER SUPPLY	A5171A	1
SMART FAMILY FULL HEIGHT ENCLOSURE	A4318SZ	1
DVD-ROM DRIVE FACTORY RACKED	C4318SZ	1
FACTORY RACKED AUTORAID ARRAY MODEL 12H Q	A3700AZ	1
QTY 4 OF 18.2GB 10K DISK DRIVE MODULES	A3700AZ	1
TWO 96MB DISK ARRAY AUTORAID CONTROLLERS	A3700AZ	1
E33 DEPTH EXT. KIT, FACTORY INTEGRATED	A5542AZ	1
SMART FIELD INT LVD DD24 DAT MODULE	C6369A	1

DIMMS_A

Part	Part No.	Qty
HP9000 N4000 ENTERPRISE SERVER	A3639A	1
N-CLASS 360 MHZ PA 8500 CPU	A4883A	2
5.5 KVA RACKMT HP POWERTRUST UPS, GREY	A3589B	1
EMPTY ENCLOSURE MODEL 12H	A3700AB	1
DUAL FDD LAN ADAPTER	A3739A	1
PCI FWD SCSI-2 CARD FOR HP 9000 SERVERS	A4800A	3
HP SERVER RP 74X0 MEMORY CARRIER BOARD	A4882A	1
HP9000 STD RACK SYSTEM E41	A4902A	1
HP SRVR RP 74X0 PROCESSOR SUPPORT MODULE	A51681	1
9GB HOTPLUG ULTRA2 SCSI LOW PROFILE DISK	A5505A	2
E41 DEPTH EXT KIT, FACTORY INTEGRATED	A5543AZ	1
SYSTEM CONSOLE WHITE SCREN	C1064WX	1
SMART FULL HIEGHT ENCLOSURE 3X4	C4318B	1
MODEL 12H 96MB CONTROLLER WITH AUTORAID	A37061	2
ADD ON POWER SUPPLY FOR MODEL 12H	A3708A	3
ADD ON 9.1GB 10K DISK MODULE	A3813A	4
512MB HIGH DENSITY SYNCDRAM MEM. MODULE	A3763A	2

Part	Part No.	Qty
N-CLASS RACK MOUNT KIT FOR HP RAKC SYSTEMS	A5170A	1
SMART FIELD INT. DVD.ROM MODULE	C43151	1
SMART RACK READY DLT 4000 NARROW DIFF	C6383A	1
ADD ON 18.2GB 10K DISK MODULE	A37141A	2
ADD ON 18.2GB 10K DISK MODULE	13714A	3

EMC

Part	Part No.	Qty
SY3820, SN HK183501293, 18GB frame	M3830-18	1
3072MB M2E Cache Memory	MMEM2-3072	1
SYM 3031 36.2GB SRDF	M3031-182	28
SYM 3030 72.4GB SRDF	M3030-362	2
2-Port DP Fibre Chnl, Multi	MDP2-FCD2	4

EXHIBIT J

SITE READINESS REQUIREMENTS

**LA County Sheriffs
Site Environment Readiness Report (SERR)
17May2004
Monterey Park Site**

David Ramirez, Rumi Salihue and Sam Hallie of LA County Sheriffs department met with Roy Simm and Xavier Ornelas. There are two sites, both SERR's scheduled for May 17th. We met first at Monterey Park at 7AM, and then proceeded to Norwalk. This report references information for the Monterey Park site. Important issues and concerns are as follows:

- Floor depth questionable, but airflow readings adequate.
- Customer concerned regarding sufficient free circuits to power equipment
- Customer would like life sized templates for XP, ELS and E41's
- There is no loading dock, side rail lift gate required.
- Delivery requested to be at 7AM, to avoid congestion during delivery.
- Customer working with Dennis Miltenberger to resolve ISEE issues

To expand on above bullets:

The airflow measures as adequate for the proposed load, although the raised floor is only 10.5 inches deep. Roy and Xavier will return at a later date to mark out floor tile cutouts. There is adequate free A/C to support either of the two proposed configurations.

There is sufficient UPS capacity to support either configuration, but both David and Rumi expressed concerns regarding the number of circuits required

After receiving the SuperDome templates, David and Rumi requested templates for the E41 cabinets as well as the XP and ELS. Obtaining the additional templates will involve considerable effort not appropriate at this time. Xavier will work with Denys Mueller to make a determination as to when it would be appropriate to create and provide the additional templates.

There is no loading dock. A side rail lift gate truck will be required for delivery. Also, delivery needs to be at 7AM to avoid congestion. Movers cannot be late, as delivery might then be made impossible and require return a different day.

Dennis Miltenberger has been working with LA County Sheriffs department to overcome security and connectivity issues revolving around the ISEE product. Xavier will keep Dennis apprised as to the status of this deployment.

David Ramirez has expressed interest in having the two deliveries one day after another. Dan will need to track which one will be first. The suggestion is that the first delivery will be worked until the end of the day, then the deployment team will return to the first delivery and installation after completing the second delivery.

Although certain issues will need to be dealt with, this site is more than adequate for the dual SuperDome solution and will be adequate to support the solution in the future. There are no impediments to moving forward with this deployment.

EXHIBIT J

NORWALK

LA County Sheriffs
Site Environment Readiness Report (SERR)
17May2004
Norwalk Site

David Ramirez, Rumi Salihue and Sam Hallie of LA County Sheriffs department met with Roy Simm and Xavier Ornelas. There are two sites, both SERR's scheduled for May 17th. We met first at Monterey Park at 7AM, and then proceeded to Norwalk. This report references information for the Norwalk site. Important issues and concerns are as follows:

- Customer would like life sized templates for XP, ELS and E41's
- There is no grounding system for the raised floor.
- Delivery requested at 8AM. Masonite and metal plate required (supplied by Vendor/movers).
- Certificate of Liability Insurance required (Standard for Imperial Centre Building).
- Customer working with Dennis Miltenberger to resolve ISEE issues

To expand on above bullets:

After receiving the SuperDome templates, David and Rumi requested templates for the E41 cabinets as well as the XP and ELS. Obtaining the additional templates will involve considerable effort not appropriate at this time. Xavier will work with Denys Mueller to make a determination as to when it would be appropriate to create and provide the additional templates.

There is no grounding system for the raised floor. HP recommends raised floors to be adequately grounded and has provided information to LA County Sheriffs regarding this issue (Only a recommendation). Xavier will provide more information, ie., specs., white papers, discussions, as time goes by. David Ramirez requested HP make floor grounding a requirement in view of the (stated by David) 99.4% uptime guarantee. Xavier has passed this issue on to Denys Mueller as any guarantees of uptime are the province of the sales channel. Although we suggest and recommend grounding the floor, there is no requirement along these lines.

Delivery is requested at 8AM. Masonite for floor protection is required. A metal plate needs to be provided by the movers to fill a serious floor to elevator gap.

The movers must provide a Certificate of Liability Insurance to the building owners. Xavier has a sample as well as proper phone contact and fax number for this item. This

information will be provided Dan Perkinson and the movers as information is provided regarding the movers.

Dennis Miltenberger has been working with LA County Sheriffs department to overcome security and connectivity issues revolving around the ISEE product. Xavier will keep Dennis apprised as to the status of this deployment.

David Ramirez has expressed interest in having the two deliveries one day after another. Dan will need to track which one will be first. The suggestion is that the first delivery will be worked until the end of the day, then the deployment team will return to the first delivery and installation after completing the second delivery.

Although certain issues will need to be dealt with, this site is more than adequate for the dual SuperDome solution and will be adequate to support the solution in the future. There are no impediments to moving forward with this deployment. Please note the delivery will be turned away unless the Certificate of Liability Insurance is provided prior to delivery.

EXHIBIT K

HP SUBCONTRACT

*County of Los Angeles
Sheriff's Department
Logicalis*

*Server Consolidation Agreement
Exhibit K
HP Subcontract*

AGREEMENT REGARDING SUBCONTRACTED SERVICES

THIS AGREEMENT REGARDING SUBCONTRACTED SERVICES, dated as of June __, 2004 (as amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms and conditions hereof, this "Agreement"), is entered into between Logicalis, Inc., a New York corporation ("Logicalis"), and Hewlett-Packard Company, a Delaware corporation ("HP"), and is made in reference to that certain Server Consolidation Agreement for Los Angeles County Sheriff's Department, dated as of June __, 2004 (as amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms and conditions thereof, the "Prime Agreement"), between Logicalis and the County of Los Angeles ("County"). Capitalized terms used herein without definition have the meanings given to such terms in the Prime Agreement.

WHEREAS, County and Logicalis have entered into the Prime Agreement pursuant to which Logicalis, in its capacity as "Contractor" thereunder, will provide certain Work under and as defined in the Prime Agreement;

WHEREAS, Logicalis desires to engage HP to provide a subset of such Work, the scope of which Work is further described in the Statement of Work for the Consulting Services, or the appropriate reseller agreements for Products and Support Services, in each case, between HP and Logicalis (collectively and as amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms and conditions of each thereof, the "HP-Logicalis SOW"); and

WHEREAS, Logicalis and HP desire to set forth below the terms and conditions under which HP will perform the Work described in the HP-Logicalis SOW and to make County a third party beneficiary of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency is acknowledged, Logicalis and HP agree as follows:

1. Incorporation Terms and Conditions of the Prime Agreement.

(a) Logicalis and HP agree that, to the extent of and with respect to HP's performance of consulting services constituting Work under the Prime Agreement, including Exhibit A (Additional Terms and Conditions) to the Prime Agreement, whether such performance is pursuant to this Agreement or the HP-Logicalis SOW:

- (i) HP and Logicalis shall be bound by the terms and conditions set forth in the Prime Agreement as of the effective date of the Prime Agreement, including all exhibits, schedules, and appendices thereto, as if HP were the "Contractor" under the Prime Agreement and Logicalis were "County" under the Prime Agreement, such terms and conditions of the Prime Agreement being incorporated by this reference as if set forth herein, except that (i) the scope of work to be performed by HP shall be solely as set forth in the HP-Logicalis SOW,
- (ii) the amount of any payments paid or payable to HP for the performance of

*County of Los Angeles
Sheriff's Department
Logicalis*

*Server Consolidation Agreement
Exhibit K
HP Subcontract*

such Work shall be as set forth in the HP-Logicalis SOW, (iii) the payment process for the payments described in (ii) above shall be solely as set forth in the HP-Logicalis SOW, (iv) with regard to Paragraph 15 (Ownership; License) of the Prime Agreement, ownership of copyright rights in all Service Deliverables created under the Statement of Work (as defined in the Prime Agreement) shall vest in County and not in Logicalis, and (v) as between Logicalis and HP, Paragraph 13 (Indemnification, Insurance and Performance Bond) of Exhibit A (Additional Terms and Conditions) to the Prime Agreement shall be amended and restated as set forth in Section 1(b) below; and

(ii) With respect solely to those terms and conditions of Exhibit A (Additional Terms and Conditions) of the Prime Agreement set forth on Schedule I hereto, HP further agrees, subject to the limitation of liability set forth in Paragraph 13.2 (Limitation of Liability) as modified in Section 1(b) below, to be bound by such terms and conditions directly to County as if HP were the "Contractor" under the Prime Agreement, and County shall have all of the rights and remedies under the Prime Agreement of "County" under the Prime Agreement.

Except with respect to the exceptions set forth in Section 1(a)(i)-(iv) above, in the event of any conflict or inconsistency between the terms and conditions of (i) the Prime Agreement or any exhibit, schedule or appendix thereto (including as amended pursuant to Section 1(b) below) and (ii) the HP-Logicalis SOW, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Prime Agreement and any exhibits, schedules, or appendices thereto (as amended pursuant to Section 1(b) and incorporated herein), and then to the terms and conditions of the HP-Logicalis SOW.

(b) For purposes of this Agreement, Paragraph 13 (Indemnification, Insurance and Performance Bond) of Exhibit A (Additional Terms and Conditions) to the Prime Agreement shall be superceded in its entirety by the following:

13. INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND.

13.1 Indemnification. HP shall indemnify, defend, and hold harmless Logicalis from and against any and all liability arising from third party claims (alleged or actual) against the County Indemnities in any way arising from, connected with, or related to HP's, HP's agents', employees', officers', directors', shareholders' or subcontractors' acts, errors or omissions. Logicalis will provide HP with prompt written notice of such claim. HP will pay defense costs and expenses (including legal, accounting, expert witness, and other professional fees), settlement amount and court awarded damages in connection with such claim. Accordingly, any legal defense pursuant to HP's indemnification obligations under this Paragraph 13 (Indemnification and Insurance) shall

be conducted by HP and performed by counsel selected by HP. HP shall not, however, without Logicalis's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contendere*, to any charge or claim that imposes financial obligations on or admits liability on behalf of the Logicalis or County Indemnitees.

13.2 Limitation of Liability. Other than (a) indemnity claims pursuant to Paragraph 13.1 (Indemnification) of Exhibit A to the Prime Agreement, including claims for injury, death, or property damage, (b) intellectual property claims pursuant to Paragraph 14 (Intellectual Property Indemnification) of Exhibit A to the Prime Agreement and (c) claims arising from HP's intentional or willful misconduct, HP's liability to Logicalis and to County for any reason, and upon all claims or causes of action hereunder shall not in the aggregate exceed two (2) times the total amounts paid or payable to HP for performance of all of its Work under the Prime Agreement. Further, other than (a) third party indemnity claims pursuant to Paragraph 13.1 (Indemnification) of Exhibit A to the Prime Agreement, including claims for injury, death, or property damage and (b) third party intellectual property claims pursuant to Paragraph 14 (Intellectual Property Indemnification) of Exhibit A to the Prime Agreement, in no event will HP be liable for any consequential, special, indirect, incidental or punitive damages, even if HP has been advised of the possibility of such damages..

13.3 General Insurance Requirements. HP shall provide and maintain at its own expense during the Term the following programs of insurance covering its operations under the Agreement, as specified in this Paragraph 13.3 (General Insurance Requirements). Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County.

13.4 Evidence of Insurance. Certificates or other evidence of coverage satisfactory to County's Risk Manager, and evidence of such programs satisfactory to County, shall be delivered to

Joseph A. Cruz, Manager
Sheriff's Department Contracts Administration
4700 Ramona Boulevard
Monterey Park, CA 91754-2169

on or before the execution of the Agreement by the Board. Such certificates or other evidence shall at a minimum:

- (i) specifically identify the Agreement;

County of Los Angeles
Sheriff's Department
Logicalis

Server Consolidation Agreement
Exhibit K
HP Subcontract

- (ii) clearly evidence all coverages required in the Agreement;
- (iii) contain express conditions that the insurer and HP will endeavor to provide thirty (30) days of notice to County of cancellation only; and
- (iv) evidence the County Indemnitees as additional insureds for all activities arising from the Agreement.

13.5 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager and except with respect to programs of self-insurance maintained by HP.

13.6 Insurance Programs. At a minimum, HP shall maintain during the Term programs of insurance which consists of:

- (i) General liability insurance (written on ISO policy form CG 00 01 or its equivalent and naming County as an additional insured) with a combined single limit of not less than \$2,500,000, in respect of General, Products/Completed Operations, and Personal and Advertising Injury.
- (ii) Professional liability insurance covering any liability arising from any error, omission, commission, negligent, or wrongful act of HP, its officers, agents, or employees, in the performance of Work hereunder, with a combined single limit of not less than one million dollars \$1,000,000 per occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage shall be maintained for a period of not less than two (2) years, or the policy shall be endorsed to provide an extended reporting period of not less than two (2) years, following the expiration or termination of the Agreement.
- (iii) Comprehensive auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars (\$1,000,000) per accident.
- (v) Workers' compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which HP is responsible and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars (\$1,000,000) per accident, and, in respect of disease, the policy limit shall be no less than one million dollars (\$1,000,000) and one million dollars (\$1,000,000) for each employee.

13.7 Notification of Incidents, Claims or Suits. HP shall report to County:

(i) any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against HP or County. Such report shall be made in writing promptly after the occurrence.

(ii) any third party claim or lawsuit filed against HP arising from or related to services performed by HP under the Agreement. Such report shall be made in writing promptly after the earlier of service of process of such claim or lawsuit, or HP otherwise has knowledge of such claim or lawsuit.

(iii) any injury to a HP staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Director. HP shall use reasonable efforts to make such report in writing within twenty-four (24) hours of occurrence.

(iv) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to HP under the terms of the Agreement. HP shall use reasonable efforts to make such report in writing within twenty-four (24) hours of occurrence.

13.8 Performance Bond.

(i) HP shall furnish to Logicalis on or prior the Effective Date, a performance bond in an amount equal to 100% of the amounts paid or payable to HP for performance of all of its obligations under the Prime Agreement. Such performance bond shall be in a form and substance substantially similar to County's standard bond form and satisfactory to County. Prior to acceptance of HP's performance bond, and commencement of the parties' obligations under this Agreement, HP shall submit to the Los Angeles County Sheriff, through County Project Director, the form of the proposed performance bond or alternative security for approval by County's Risk Manager or County's Treasurer and Tax Collector, as applicable as determined by County. Both the initial expense and the annual premiums on the performance bond shall be paid by HP.

(ii) The performance bond shall be maintained by HP in full force and effect until released by Logicalis upon the achievement of Final System Acceptance.

(iii) No payments shall be due HP until the performance bond is in place and approved in writing by County. The performance bond shall be

made payable to Logicalis and shall be issued by a corporate surety licensed to do business in the state of California and reasonably satisfactory to County.

13.9 Failure to Procure and Maintain Insurance or Performance Bond.

Failure on the part of HP to procure and maintain all the required insurance and performance bond shall constitute a material breach of the Agreement upon which Logicalis may terminate the Agreement pursuant to Paragraph 5 (Termination for Default) of Exhibit A to the Prime Agreement and seek all remedies pursuant to Paragraph 9 (Effect of Termination) of Exhibit A to the Prime Agreement.

2. Agreement Regarding Products and Critical System Support Services. Logicalis will be acquiring from HP certain products and product upgrades ("Products"), along with related Critical System Support Services, to be provided to County under the Prime Agreement. The list of Products to be provided appears as Exhibit F (Critical System Support Services (Product Coverage List)) to the Prime Agreement. Logicalis shall acquire these Products under its separate reseller agreement with HP. The Critical System Support Services associated with these Products shall also be acquired by Logicalis under its separate reseller agreement with HP; provided, however, that except for covered Products and Services, payment timing and methodology, HP agrees to provide such Critical System Support Services on behalf of Logicalis to County in accordance with Paragraph 14.1 (Critical System Support Services) of the Prime Agreement. For the avoidance of doubt, any amendment made to the existing ISD agreement between County and HP after the effective date of this Agreement will not amend the terms incorporated herein unless agreed to in a Change Order between Logicalis and HP, and approved by County.

3. County as Third Party Beneficiary. Logicalis and HP understand and agree that this Agreement is entered into for the benefit of County and that County expressly is made a third party beneficiary of this Agreement. Accordingly, at any time and from time to time, County may compel Logicalis to enforce against HP and on County's behalf, any and all rights and remedies Logicalis may have with respect to HP's breach of this Agreement.

4. Representations and Warranties. Each party represents and warrants to the other party (and to County as third party beneficiary under this Agreement) that this Agreement and the HP-Logicalis SOW have been duly authorized, executed, and delivered by such party, and that such party has all necessary corporate power and authority to enter into this Agreement and the HP-Logicalis SOW and to perform its respective obligations under each such agreement. Each party additionally represents and warrants to the other party (and to County as third party beneficiary under this Agreement) that each of this Agreement and the HP-Logicalis SOW constitutes a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

5. Amendments. Notwithstanding anything to the contrary in this Agreement: (a) no amendment, modification, termination or waiver of any provision of this Agreement shall be effective unless the same shall be in writing, signed by Logicalis and HP, and acknowledged by

County of Los Angeles
Sheriff's Department
Logicalis

Server Consolidation Agreement
Exhibit K
HP Subcontract

County; (b) no amendment or modification to the Prime Agreement between the County and Logicalis shall amend the terms of this Agreement unless the same shall be agreed to in a Change Order between Logicalis and HP; and (c) no amendment or modification to the documents comprising the HP-Logicalis SOW shall amend the terms of this Agreement unless the same shall be agreed to in a Change Order between Logicalis and HP.

6. Assignment. Neither party may assign its rights and obligations under this Agreement or the HP-Logicalis SOW without prior written consent of the other party and prior written acknowledgement of County.

7. Effect on Prime Agreement. Except as expressly set forth in Section 1(b) hereto with respect to HP and Logicalis, nothing contained herein shall be construed as amending or modifying in any fashion any term or condition set forth in the Prime Agreement or any exhibit, schedule or appendix thereto. Logicalis expressly ratifies and affirms its rights and obligations under the Prime Agreement.

8. Counterparts. This Agreement may be executed in any number of original or facsimile counterparts, each of which when taken together shall constitute an original.

9. Entire Agreement. This Agreement, the HP-Logicalis SOW, and any and all exhibits, schedules and appendices to all of them constitute the complete and exclusive statement of understanding between the parties and with County which supercedes all previous agreements, written or oral, and all communications directly relating to the subject matter of this Agreement.

10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to agreements made and to be performed within that state.

* * *

IN WITNESS WHEREOF, Logicalis and HP have caused this Agreement to be executed as of the day and year first above written.

LOGICALIS, INC.

By: _____
Name:
Title:

HEWLETT-PACKARD COMPANY

By: _____
Name:
Title:

*County of Los Angeles
Sheriff's Department
Logicalis*

LA1 593336

*Server Consolidation Agreement
Exhibit K
HP Subcontract*

SCHEDULE I

Exhibit A (Additional Terms and Conditions) Provisions:

- Paragraph 1 (Subcontracting)
- Paragraph 2 (Dispute Resolution Procedures)
- Paragraph 3 (Confidentiality)
- Paragraph 7 (Termination for Improper Consideration)
- Paragraph 8 (Termination for Gratuities)
- Paragraph 10 (Warranty Against Contingency Fees)
- Paragraph 11 (Authorization Warranty)
- Paragraph 18 (Contractor Responsibility and Debarment)
- Paragraph 19 (Compliance with Laws)
- Paragraph 20 (Fair Labor Standards)
- Paragraph 21 (Nondiscrimination, Affirmative Action, and Assurances)
- Paragraph 22 (Employment Eligibility Verification)
- Paragraph 24 (Conflict of Interest)
- Paragraph 26 (Restrictions on Lobbying)
- Paragraph 27 (Consideration of GAIN Program Participants for Employment)
- Paragraph 28 (Nondiscrimination in Services)
- Paragraph 29 (Staff Performance While Under the Influence)
- Paragraph 31 (Contractor Certification of Principal Ownership Information)
- Paragraph 32 (Contractor's Warranty of Adherence to County's Child Support Compliance Program)
- Paragraph 33 (Recycled-Content Paper)
- Paragraph 34 (Compliance with Jury Service Program)
- Paragraph 35 (Contractor's Acknowledgment of County's Commitment to Child Support Enforcement)
- Paragraph 36 (Background and Security Investigations)
- Paragraph 39 (Damage to County Facilities, Buildings, or Grounds)
- Paragraph 40 (Physical Alterations)
- Paragraph 41 (Federal Earned Income Tax Credit)

- Paragraph 42 (Assignment by Contractor)
- Paragraph 43 (Independent Contractor Status)
- Paragraph 44 (Records and Audits)
- Paragraph 45 (Licenses, Permits, Registrations, Accreditation, and Certificates)
- Paragraph 53 (Safely Surrendered Baby Law)
- Paragraph 55 (Governing Law, Jurisdiction and Venue)

EXHIBIT L

FORM OF SUBCONTRACT

SUBCONTRACT AGREEMENT

BY AND BETWEEN

AND

Subcontract Agreement

Recitals

THIS SUBCONTRACT AGREEMENT (hereafter "**Agreement**") is made and entered into this _____ day of _____, 20____, by and between Logicalis, Inc. a corporation organized under the laws of New York, located at 1750 S. Telegraph Rd., Bloomfield Hills, Michigan 48302 (hereafter "**CONTRACTOR**"), and _____, located at _____ (hereafter "**SUBCONTRACTOR**").

WHEREAS, CONTRACTOR has entered into Los Angeles County Contract Number _____ (hereafter "**Prime Contract**") with the County of Los Angeles, State of California (hereafter "**COUNTY**"), for the Los Angeles County Sheriff's Department (hereafter "**Department**"), for the purpose of consolidating and updating the Department's current network of servers, creating a Department-wide storage area network, and, additionally, fully interconnecting and integrating the Department's Existing Operating Systems with, and fully migrating its existing applications to, such newly acquired network of servers; and

WHEREAS, in order to fulfill all of its obligations to COUNTY under the Prime Contract, CONTRACTOR desires to engage SUBCONTRACTOR to perform Work in the area(s) of _____; and

WHEREAS, SUBCONTRACTOR desires to perform such Work in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, CONTRACTOR and SUBCONTRACTOR agree as follows:

1. **APPLICABLE DOCUMENTS:** Exhibits A through D are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents of any Task, Subtask, Deliverable, goods, service, or other Work, or otherwise, between the Prime Contract and the body of this Agreement and the Exhibits hereto, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Prime Contract, then to the body of this Agreement, and then to the Exhibits according to the following priority:
 - 1.1 Exhibit A - Additional Terms and Conditions
 - 1.2 Exhibit B - Statement of Work
 - 1.3 Exhibit C - Subcontractor Employee Acknowledgment, Confidentiality & Assignment Agreement
 - 1.4 Exhibit D - Subcontractor's EEO Certification

2. **DEFINITIONS:** Unless otherwise defined in this Agreement, all capitalized terms shall have the meanings as set forth in the Prime Contract.
- 2.1 "Agreement" shall have the meaning set forth in the Recitals.
- 2.2 "CONTRACTOR" shall have the meaning set forth in the Recitals.
- 2.3 "COUNTY" shall have the meaning set forth in the Recitals.
- 2.4 "Prime Contract" shall have the meaning set forth in the Recitals.
- 2.5 "SUBCONTRACTOR" shall have the meaning set forth in the Recitals.
3. **PRIME CONTRACT:** Notwithstanding any other provision of this Agreement, this Agreement is a subcontract under the Prime Contract and SUBCONTRACTOR and CONTRACTOR agree that each and all of the provisions of the Prime Contract and any amendments thereto shall extend to and be binding upon SUBCONTRACTOR.
4. **WORK:** SUBCONTRACTOR shall complete and deliver to CONTRACTOR all Tasks, Subtasks, Deliverables, goods, services, and other Work required hereunder in a timely manner and in accordance with the requirements and specifications set forth in the Exhibits attached hereto, including Exhibit B (Statement of Work). Time is of the essence of SUBCONTRACTOR's performance hereunder.
5. **PERSONNEL:**
- 5.1 All SUBCONTRACTOR personnel performing Work under this Agreement shall be subject to the right of CONTRACTOR and of COUNTY to require replacement of such personnel. If at any time during the term of this Agreement, CONTRACTOR or COUNTY requires the replacement of any SUBCONTRACTOR personnel, then SUBCONTRACTOR shall, promptly upon receipt of written or oral notice from CONTRACTOR or COUNTY, replace such personnel with substitute experienced, qualified, and, if appropriate, licensed or certified personnel or take such other action as requested by CONTRACTOR or COUNTY.
- 5.2 If at any time during the term of this Agreement, any SUBCONTRACTOR personnel ceases performance for any reason, including resignation or termination, then SUBCONTRACTOR shall promptly replace such personnel with substitute experienced, qualified, and, if appropriate, licensed or certified personnel.
- 5.3 CONTRACTOR and COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, and local taxes, or other compensation benefits, or taxes, for any personnel provided by or on behalf of SUBCONTRACTOR.

- 5.4 SUBCONTRACTOR understands and agrees that all persons performing Work under this Agreement are not, for purposes of workers' compensation liability, employees of COUNTY or CONTRACTOR. SUBCONTRACTOR shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any Work performed by or on behalf of SUBCONTRACTOR pursuant to this Agreement.
- 5.5 SUBCONTRACTOR shall obtain an executed Subcontractor Employee Acknowledgment, Confidentiality & Assignment Agreement (Exhibit C) for each of its employees performing Work under this Agreement. Such agreements shall be delivered to County Project Director on or immediately after the effective date of this Agreement, but in no event later than the date any such employee commences Work under this Agreement.
6. **COMPENSATION:** All compensation to SUBCONTRACTOR (and its officers, employees, and agents) for its Work pursuant to this Agreement shall be paid by CONTRACTOR and shall be as set forth in Exhibit A (Additional Terms and Conditions). CONTRACTOR shall be solely liable and responsible for any and all payments and other compensation to SUBCONTRACTOR and its officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for SUBCONTRACTOR or its officers, employees, and agents. Without limitation of the foregoing, SUBCONTRACTOR disclaims any right to seek any payment from COUNTY for any and all compensation or recovery of any of its costs, or to assert any lien against COUNTY, its assets, or rights in the System or any component thereof, on account thereof.
7. **TERM:** The term of this Agreement shall commence on _____ and shall continue through _____ unless sooner terminated, in whole or in part, as provided in this Agreement.
8. **TERMINATION:** CONTRACTOR shall have the right to terminate this Agreement, in whole or in part, at any time by giving written notice to SUBCONTRACTOR when such action is deemed by CONTRACTOR to be in its best interest. Further, this Agreement shall terminate, in whole or in part, upon receipt by CONTRACTOR of written notice from COUNTY that COUNTY no longer approves the continuation, in whole or in part, of this Agreement. COUNTY reserves the right to cause CONTRACTOR to terminate this Agreement, in whole or in part, when COUNTY deems SUBCONTRACTOR to be in breach of this Agreement or in breach of the Prime Contract. COUNTY shall not be liable or responsible in any way to SUBCONTRACTOR, CONTRACTOR, or to any directors, shareholders, officers, employees, or agents of either SUBCONTRACTOR or CONTRACTOR for any claims, demands, damages, liabilities, losses, costs, or expenses, including defense costs and legal, accounting and other expert, consulting, or professional fees, in any way arising from or related to COUNTY's exercise of such rights.

9. **THIRD PARTY BENEFICIARY:** CONTRACTOR and SUBCONTRACTOR understand and agree that this Agreement is entered into for the benefit of COUNTY and that COUNTY is hereby expressly made a third party beneficiary of this Agreement.
10. **AMENDMENTS:** Neither CONTRACTOR nor SUBCONTRACTOR are authorized to change in any way the terms, obligations, or conditions of this Agreement or the Exhibits attached hereto without the prior written consent of COUNTY's Project Director, which consent shall not be unreasonably withheld. Further, any attempt to change the terms and conditions set forth herein shall be invalid and ineffective unless such change is (a) made in the form of a written amendment formally executed by authorized officials of CONTRACTOR and SUBCONTRACTOR, and (b) approved in writing by COUNTY's Project Director, which approval shall not be unreasonably withheld.
11. **PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:** This Agreement, or any interest herein, including any claim for monies due or to become due with respect hereto, shall not be assigned or delegated, or both, by CONTRACTOR or SUBCONTRACTOR. Any such assignment or delegation shall be null and void and shall constitute a material breach of this Agreement upon which COUNTY, upon notice to CONTRACTOR and SUBCONTRACTOR, may terminate this Agreement, provided that in the event of termination of the Prime Contract, CONTRACTOR has the right to assign this Agreement to COUNTY.
12. **PROHIBITION AGAINST SUBCONTRACTING:** Performance of this Agreement, or any part hereof, shall not be subcontracted by SUBCONTRACTOR. Any subcontract shall be null and void and shall constitute a material breach of this Agreement upon which COUNTY, upon notice to CONTRACTOR and SUBCONTRACTOR, may terminate this Agreement.
13. **INDEMNIFICATION, INSURANCE AND PERFORMANCE SECURITY REQUIREMENTS:**
- 13.1 Indemnification: CONTRACTOR and SUBCONTRACTOR agree to indemnify, defend, and hold harmless each other, their officers, employees, and agents from and against any and all claims, demands, liabilities, losses, costs, and expenses, including defense costs and legal, accounting and other expert, consulting, or professional fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to CONTRACTOR's or SUBCONTRACTOR's operations or their services, which result from bodily injury, death, personal injury, or property damage (including damage to property owned by or in the care, custody, or control of either party).
- 13.2 General Insurance Requirements: Without limiting either party's indemnification of the other, SUBCONTRACTOR shall provide and maintain at its own expense during the term of this Agreement the following programs of insurance covering its operations under this Agreement, as specified in this Paragraph 13.2 (General

Insurance Requirements). Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY.

13.2.1. Evidence of Insurance: Certificates or other evidence of coverage satisfactory to COUNTY's Risk Manager, and evidence of such programs satisfactory to COUNTY, shall be delivered to

Joseph A. Cruz, Manager
Sheriff's Department Contracts Administration
4700 Ramona Boulevard
Monterey Park, CA 91754-2169

prior to commencing Work under this Agreement. Such certificates or other evidence shall at a minimum:

- (i) specifically identify this Agreement;
- (ii) clearly evidence all coverages required in this Agreement;
- (iii) contain express conditions that COUNTY is to be given notice by registered mail at least thirty (30) days prior to any termination of any program of insurance, and, with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following SUBCONTRACTOR's first receipt of notice of modification in the event SUBCONTRACTOR receives less than thirty (30) days advance notice of such modification;
- (iv) include copies of the additional insured endorsement to the commercial general liability policy, naming the COUNTY as an insured for all activities arising from this Agreement; and
- (v) identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require SUBCONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the County of Los Angeles, or, require SUBCONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the state of California.

13.2.2. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY's Risk Manager.

13.2.3. Insurance Programs: At a minimum, SUBCONTRACTOR shall maintain during the term of this Agreement programs of insurance which consist of:

- (i) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$4,000,000
Products/Completed Operations Aggregate:	\$4,000,000
Personal and Advertising Injury:	\$2,000,000
Each Occurrence:	\$2,000,000

- (ii) Professional liability insurance covering any liability arising from any error, omission, commission, negligent, or wrongful act of SUBCONTRACTOR, its officers, agents, or employees, in the performance of Work hereunder, with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage shall be maintained for a period of not less than two (2) years, or the policy shall be endorsed to provide an extended reporting period of not less than two (2) years, following the expiration or termination of this Agreement.
- (iii) Comprehensive auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars (\$1,000,000) per accident.
- (iv) Intellectual property insurance covering any actual or alleged infringement of any copyright, patent or other rights of third parties, and any actual or alleged trade secret disclosure or misappropriation with a limit no less than two million dollars (\$2,000,000) per occurrence. If this insurance is written on a claims made form, SUBCONTRACTOR shall either (1) maintain such insurance through the period ending two (2) years following the expiration or termination of this Agreement or (2) obtain an endorsement on such insurance that provides an extended reporting period of not less than two (2) years following the termination or expiration of this Agreement or insurance policy, whichever is longer or (3) replace such claims made insurance with equivalent coverage of the per occurrence form that covers the entire term of this Agreement.
- (v) Workers' compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which

SUBCONTRACTOR is responsible and all risks to such persons under this Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars (\$1,000,000) per accident, and, in respect of disease, the policy limit shall be no less than one million dollars (\$1,000,000) and one million dollars (\$1,000,000) for each employee.

13.2.4. Notification of Incidents, Claims or Suits: SUBCONTRACTOR shall report to COUNTY and CONTRACTOR:

- (i) any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against SUBCONTRACTOR, CONTRACTOR or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (ii) any third party claim or lawsuit filed against SUBCONTRACTOR arising from or related to services performed by SUBCONTRACTOR under this Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or SUBCONTRACTOR otherwise has knowledge of such claim or lawsuit.
- (iii) any injury to a SUBCONTRACTOR staff member which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Project Director. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (iv) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to SUBCONTRACTOR under this terms of this Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

13.3 Performance Security Requirements. Contractor agrees to provide County a performance security in one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Contractor: (a) a performance bond in an amount equal to [the portion of the compensation due to SUBCONTRACTOR for its Work performed hereunder attributable to services]¹ and executed by a corporate surety licensed to transact business in the State of

¹ A dollar amount for this figure will be inserted on SUBCONTRACTOR selection.

California; or (b) an irrevocable letter of credit payable to the County upon demand in an amount equal to [the portion of the compensation due to SUBCONTRACTOR for its Work performed hereunder attributable to services], which letter of credit shall comply with minimum criteria and standards established by County. The performance security provided pursuant to the preceding sentence shall be in a form satisfactory to County and shall be maintained by Contractor until released by County upon Contractor's achieving Final System Acceptance. In any event, such fully executed performance security shall be provided by Contractor to County prior to Contractor commencing the performance of any Work under this Agreement.

- 13.4 Failure to Procure and Maintain Insurance or Performance Security. Failure on the part of SUBCONTRACTOR to procure and maintain all the required insurance and performance security shall constitute a material breach of this Agreement upon which COUNTY or CONTRACTOR may terminate this Agreement.

14. **RECORDS AND AUDITS:**

- 14.1 SUBCONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement, including any termination hereof, in accordance with generally accepted accounting principles. SUBCONTRACTOR shall also maintain accurate and complete project level records relating to its performance of this Agreement, including information regarding sufficient detail to support invoices submitted by SUBCONTRACTOR for its Work pursuant to this Agreement. SUBCONTRACTOR agrees that COUNTY, CONTRACTOR, or their respective authorized representatives, shall, with reasonable written notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement; provided that COUNTY's or CONTRACTOR's access to such records or project level transactions of SUBCONTRACTOR does not include access to CONTRACTOR's basis of cost information (other than supporting documentation with respect to submitted invoices), including overhead, margin, risk allocation or resource utilization rates. Should the examination and audit be performed by a non-COUNTY entity or should a non-COUNTY entity be requested by COUNTY to review information received pursuant to an audit or examination under this Paragraph 14 (Records and Audits), SUBCONTRACTOR may require the non-COUNTY examiner or auditor, as the case may be, to execute a nondisclosure agreement prior to any disclosure. The nondisclosure agreement shall limit the non-COUNTY entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of COUNTY. All such material, including all project level financial records, time cards and other records, shall be kept and maintained by SUBCONTRACTOR and shall be made available to COUNTY and CONTRACTOR during the term of

this Agreement and for a period of five (5) years thereafter unless written permission of both COUNTY and CONTRACTOR is given to dispose of any such material prior to such time. SUBCONTRACTOR shall provide COUNTY and CONTRACTOR with access to such material at a mutually agreed upon location inside Los Angeles County.

- 14.2 If an audit is conducted of SUBCONTRACTOR specifically regarding this Agreement by any federal or state auditor, then SUBCONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller and COUNTY's Project Director within thirty (30) days of SUBCONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement.
- 14.3 Failure on the part of SUBCONTRACTOR to comply with the provisions of this Paragraph 14 (Records and Audits) shall constitute a material breach of this Agreement upon which CONTRACTOR or COUNTY may immediately terminate or suspend this Agreement.

15. WARRANTY AGAINST CONTINGENCY FEES:

- 15.1 SUBCONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by SUBCONTRACTOR for the purpose of securing business.
- 15.2 For breach of this warranty, COUNTY shall have the right to terminate this Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

16. INTELLECTUAL PROPERTY INDEMNIFICATION:

SUBCONTRACTOR shall indemnify, defend, and hold harmless CONTRACTOR, COUNTY, and their respective officers and employees from and against any and all liability (alleged or actual) for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, arising from or related to the operation and utilization of SUBCONTRACTOR's Work pursuant to this Agreement or the Prime Contract. CONTRACTOR or COUNTY, as applicable, will provide SUBCONTRACTOR with prompt written notice of such claim. SUBCONTRACTOR will pay defense costs and expenses (including legal, accounting, expert witness, and other professional fees), settlement amount and court awarded damages in connection with such claim. SUBCONTRACTOR shall have no obligation to CONTRACTOR or COUNTY under this Paragraph 16 (Intellectual Property Indemnification) to the extent any damages or losses arising under or resulting from an infringement claim are caused by use by COUNTY of the System Software other than in

accordance with the Prime Contract, the Specifications or other applicable Documentation. Any legal defense pursuant to SUBCONTRACTOR's indemnification obligations under this Paragraph 16 (Intellectual Property Indemnification) shall be conducted by SUBCONTRACTOR and performed by counsel selected by SUBCONTRACTOR and approved by CONTRACTOR and COUNTY in writing, such consent not to be unreasonably withheld. In addition, SUBCONTRACTOR shall not, without COUNTY's prior written approval, accept any settlement, or enter a plea of guilty or nolo contendere, to any charge or claim that results in other than a monetary judgment against COUNTY, which monetary judgment in any event shall not exceed SUBCONTRACTOR's ability to pay and which shall be paid by SUBCONTRACTOR.

17. WARRANTIES:

17.1 SUBCONTRACTOR represents, warrants, covenants, and agrees that SUBCONTRACTOR shall promptly correct any and all defects, errors, or omissions in the Tasks, Subtasks, Deliverables, goods, services, and other Work provided pursuant to this Agreement in order to conform and comply with all specifications, requirements, standards, and representations set forth in this Agreement and the Exhibits attached hereto, including Exhibit B (Statement of Work).

17.2 SUBCONTRACTOR further represents, warrants, covenants, and agrees that:

17.2.1. SUBCONTRACTOR represents and warrants that (a) SUBCONTRACTOR has the full power and authority to enter into this Agreement and to perform all of its obligations hereunder; (b) the Work and Deliverables provided hereunder by SUBCONTRACTOR are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including SUBCONTRACTOR's creditors; (c) no consent of any other person or entity is required by SUBCONTRACTOR to enter into this Agreement or to perform the Work hereunder, other than consents that have been obtained and are in effect; (d) during the term of this Agreement, SUBCONTRACTOR shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of COUNTY, and without providing in such subordination instrument for non-disturbance of COUNTY's use of the System, and any part thereof, in accordance with this Agreement; (e) there is no litigation, dispute, claim, proceeding or other action pending or, to SUBCONTRACTOR's knowledge, threatened against SUBCONTRACTOR that could have a material adverse effect on SUBCONTRACTOR's business or SUBCONTRACTOR's ability to perform and meet in a timely fashion SUBCONTRACTOR's responsibilities under this Agreement; and (f) the performance of this Agreement by SUBCONTRACTOR will not (i) violate, in any way, any non-disclosure Agreement, or (ii) to the best of SUBCONTRACTOR's knowledge, constitute any infringement or other violation of any

copyright, trade secret, trademark, service mark, patent, invention, proprietary information, moral, or other rights of any third party.

- 17.2.2. SUBCONTRACTOR shall in the performance of its obligations under this Agreement strictly comply with the descriptions, specifications, requirements, standards, and representations set forth in this Agreement.
- 17.2.3. SUBCONTRACTOR warrants that the Services provided by it under this Agreement will be performed in a workmanlike manner in accordance with standards generally accepted in the industry. Contractor will re-perform, at no charge, any Service which fails to conform materially to this warranty.
- 17.2.4. All Tasks, Subtasks, Deliverables, goods, services and other Work shall be completed in accordance with this Agreement and the Exhibits attached hereto, the Prime Contract, industry standards, and hardware manufacturers' specifications.
- 17.2.5. SUBCONTRACTOR and each of its personnel performing Work hereunder have all permits, licenses, and certificates necessary to perform SUBCONTRACTOR's obligations under this Agreement.
- 17.2.6. [SUBCONTRACTOR is an authorized maintenance and service provider in respect of each component of the System provided to CONTRACTOR and COUNTY under this Agreement.]²
- 17.2.7. All hardware and software provided under this Agreement shall perform according to the requirements as set forth in Exhibit B (Statement of Work).
- 17.2.8. All Documentation developed under this Agreement shall be uniform in appearance.
- 17.2.9. SUBCONTRACTOR shall not purposely cause any unplanned interruption of the operations of, or accessibility to the System (as defined in the Prime Contract) or any component thereof through enabling of any Disabling Device. SUBCONTRACTOR represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any component of the System provided to COUNTY under this Agreement or under the Prime Contract, nor shall SUBCONTRACTOR knowingly permit any subsequently delivered component of the System to contain any Disabling Device.

² To be inserted if SUBCONTRACTOR will provide maintenance and services.

18. COMPLIANCE WITH APPLICABLE LAW:

18.1 SUBCONTRACTOR shall comply with all applicable federal, state and local, laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

18.2 SUBCONTRACTOR shall indemnify, defend, and hold harmless CONTRACTOR and COUNTY from and against any and all claims, demands, liabilities, losses, costs, and expenses, including defense costs and legal, accounting and other expert, consulting, or professional fees, arising from or related to any violation on the part of SUBCONTRACTOR, its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances or directives.

19. **FAIR LABOR STANDARDS:** SUBCONTRACTOR shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless CONTRACTOR and COUNTY, their officers, employees and agents from and against any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the federal Fair Labor Standards Act, for Work performed by SUBCONTRACTOR's employees pursuant to this Agreement.

20. **RESTRICTIONS ON LOBBYING:** SUBCONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by SUBCONTRACTOR, shall fully comply with COUNTY's lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of SUBCONTRACTOR, or any COUNTY lobbyist or COUNTY lobbying firm retained by SUBCONTRACTOR while acting on behalf of SUBCONTRACTOR with respect to COUNTY, to fully comply with COUNTY's lobbyist ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

21. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

21.1 SUBCONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable federal and state anti-discrimination laws and regulations.

21.2 SUBCONTRACTOR shall certify to, and comply with, the provisions of SUBCONTRACTOR's EEO certification, substantially in the form attached hereto as Exhibit C.

21.3 SUBCONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

21.4 SUBCONTRACTOR certifies and agrees that it will deal with its bidders or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

21.5 SUBCONTRACTOR certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable federal and state laws and regulations, including:

21.5.1. Title VII, Civil Rights Act of 1964;

21.5.2. Section 504, Rehabilitation Act of 1973;

21.5.3. Age Discrimination Act of 1975;

21.5.4. Title IX, Education Amendments of 1973, as applicable; and

21.5.5. Title 43, Part 17, Code of Federal Regulations, subparts a and b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement, or under any project, program, or activity supported by this Agreement.

21.6 SUBCONTRACTOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 21 (Nondiscrimination and Affirmative Action) when so requested by COUNTY; provided that COUNTY's access such employment records of SUBCONTRACTOR shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If COUNTY finds that any of the provisions of this Paragraph 21 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices

Commission or the federal Equal Employment Opportunity Commission that SUBCONTRACTOR has violated state or federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that SUBCONTRACTOR has violated the anti-discrimination provisions of this Agreement.

- 21.7 The parties agree that in the event SUBCONTRACTOR violates the anti-discrimination provisions of this Agreement, COUNTY shall, at its option, be entitled to the sum of five hundred dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Agreement.
22. **STAFF PERFORMANCE WHILE UNDER THE INFLUENCE:** Subject to all applicable laws and regulations, SUBCONTRACTOR shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.
23. **EMPLOYMENT ELIGIBILITY VERIFICATION:** SUBCONTRACTOR warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Agreement meet the citizenship or alien status requirements set forth by federal and state statutes and regulations. SUBCONTRACTOR shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations as they currently exist and as they may be hereafter amended. SUBCONTRACTOR shall retain all such documentation for the period prescribed by law. SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR and COUNTY, their officers and employees, from and against any claims, demands, liabilities, losses, costs, and expenses, including defense costs and legal, accounting and other expert, consulting, or professional fees, which may be assessed against SUBCONTRACTOR, CONTRACTOR or COUNTY in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.
24. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES:** SUBCONTRACTOR shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditation, and certificates required by all federal, state, and local laws, ordinances, rules, and regulations, which are applicable to SUBCONTRACTOR's services under this Agreement. SUBCONTRACTOR shall further ensure that all of its officers, employees and agents who perform services hereunder shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by COUNTY, SUBCONTRACTOR shall provide a copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Joseph A. Cruz, Manager, Sheriff's Department, Contacts Administration, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

25. **CAPTIONS AND PARAGRAPH HEADINGS:** Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.
26. **WAIVER:** No waiver by COUNTY of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under this Agreement.
27. **GOVERNING LAW, JURISDICTION AND VENUE:** This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to agreements made and to be performed within that state. CONTRACTOR and SUBCONTRACTOR agree and consent to the exclusive jurisdiction of the courts of the state of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which SUBCONTRACTOR agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.
28. **SEVERABILITY:** If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then subject to mutual agreement such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of this Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deemed deleted herefrom and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.
29. **AUTHORIZATION WARRANTY:** SUBCONTRACTOR and the person executing this Agreement on behalf of SUBCONTRACTOR hereby represent and warrant that the person executing this Agreement for SUBCONTRACTOR is an authorized agent who has actual authority to bind SUBCONTRACTOR to each and every term, condition, and obligation of this Agreement and that all requirements of SUBCONTRACTOR have been fulfilled to provide such actual authority.
30. **NOTICES:** All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties, with a copy in all cases to COUNTY, at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy by first-class registration or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at

the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior written notice, in accordance with the procedures set forth above, to the other party.

If to CONTRACTOR:

Logicalis, Inc.
1750 S. Telegraph Rd., Suite 300
Bloomfield Hills, Michigan 48302
Attention: Robert Maxwell
Facsimile: (248) 322-7020

With a copy to COUNTY, addressed as follows:

(1) Los Angeles County Sheriff's Department
Data Systems Bureau
12440 E. Imperial Highway, Fourth Floor East
Norwalk, California 90650
Attention: David R. Ramirez
Facsimile: (323) 415-2654

(2) Los Angeles County Sheriff's Department
Legal Advisor Unit
4700 Ramona Boulevard, Suite 225
Monterey Park, California 91754-2169
Attention: Gary Gross
Facsimile: (323) 267-6687

If to SUBCONTRACTOR:

Attention: _____
Facsimile: _____

With a copy to COUNTY, addressed as follows:

(1) Los Angeles County Sheriff's Department
Data Systems Bureau
12440 E. Imperial Highway, Fourth Floor East
Norwalk, California 90650
Attention: David R. Ramirez
Facsimile: (323) 415-2654

(2) Los Angeles County Sheriff's Department
Legal Advisor Unit
4700 Ramona Boulevard, Suite 225
Monterey Park, California 91754-2169
Attention: Gary Gross
Facsimile: (323) 267-6687

31. TERMINATION FOR IMPROPER CONSIDERATION:

- 31.1 COUNTY may, by notice to SUBCONTRACTOR, immediately terminate the right of SUBCONTRACTOR to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by SUBCONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determination with respect to SUBCONTRACTOR's performance pursuant to this Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against SUBCONTRACTOR as it could pursue in the event of default by SUBCONTRACTOR.
- 31.2 SUBCONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 31.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

- 32. TERMINATION FOR GRATUITIES:** COUNTY may, by notice to SUBCONTRACTOR, terminate the right of SUBCONTRACTOR to proceed under this Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by SUBCONTRACTOR, or any agent or representative of SUBCONTRACTOR, to any officer, employee, or agent of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against SUBCONTRACTOR as it could pursue in the event of default by SUBCONTRACTOR.

33. **COUNTY'S QUALITY ASSURANCE PLAN:** COUNTY or its agent will evaluate SUBCONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing SUBCONTRACTOR's compliance with the terms and performance standards of this Agreement. SUBCONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Prime Contract in jeopardy if not corrected will be reported to COUNTY's Board of Supervisors. The report will include improvement and corrective action measures taken by COUNTY, CONTRACTOR and SUBCONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement or in the Prime Contract.
34. **SUBCONTRACTOR CERTIFICATION OF PRINCIPAL OWNERSHIP INFORMATION:** Within thirty (30) days of renewal or term extension amendment to this Agreement of at least one (1) year, SUBCONTRACTOR shall submit to COUNTY's Child Support Services Department ("CSSD") a completed Principal Owner Information Form (the "POI Form"), incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the Los Angeles County Code, that:
- 34.1 the POI Form has been appropriately completed and provided to COUNTY's CSSD with respect to SUBCONTRACTOR's principal owners;
 - 34.2 SUBCONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
 - 34.3 SUBCONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.
35. **SUBCONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:**
- 35.1 SUBCONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through COUNTY contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.
 - 35.2 As required by COUNTY's child support compliance program (Los Angeles County Code Chapter 2.200) and without limiting SUBCONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, SUBCONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and

shall implement all lawfully served wage and earnings withholding orders or COUNTY's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

- 35.3 Such certification shall be submitted on the Child Support Compliance Program Certification ("**CSCP Certification**"), also incorporated herein by reference. Failure of SUBCONTRACTOR to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the COUNTY's CSSD) to the CSSD shall represent a material breach of this Agreement.
- 35.4 Failure of SUBCONTRACTOR to maintain compliance with the requirements set forth in this Paragraph 35 (Subcontractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by SUBCONTRACTOR under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement or at law or in equity, failure to cure such default within ninety (90) days of notice by COUNTY's CSSD shall be grounds upon which COUNTY may suspend or terminate this Agreement.
36. **SUBCONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT:** SUBCONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. SUBCONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors and subcontractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the contractor's or subcontractor's place of business. COUNTY's CSSD will supply SUBCONTRACTOR with the poster to be used.
37. **DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS:**
- 37.1 SUBCONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings or grounds caused by SUBCONTRACTOR or employees or agents of SUBCONTRACTOR. Such repairs shall be made promptly after SUBCONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after SUBCONTRACTOR's actual knowledge of the occurrence.
- 37.2 If SUBCONTRACTOR fails to make timely repairs during the period set forth in Subparagraph 37.1, COUNTY may make any necessary repairs. All commercially reasonable costs incurred by COUNTY for such repairs shall be repaid by SUBCONTRACTOR by cash payment upon demand, or, without limitation of all COUNTY's other rights and remedies provided at law or in equity, or under this Agreement, COUNTY may deduct such costs from any amounts due to CONTRACTOR from COUNTY under the Prime Contract.

38. **RECYCLED-CONTENT PAPER.** Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited at COUNTY landfills, SUBCONTRACTOR agrees to use recycled-content paper to the maximum extent possible in SUBCONTRACTOR's provision of Work pursuant to this Agreement.

39. **COMPLIANCE WITH JURY SERVICE PROGRAM.**

39.1 Jury Service Program: As a subcontract under the Prime Contract, this Agreement is subject to the provisions of COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

39.2 Written Employee Jury Service Policy:

39.2.1. Unless SUBCONTRACTOR has demonstrated to COUNTY's satisfaction either that SUBCONTRACTOR is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that SUBCONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), SUBCONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from SUBCONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with SUBCONTRACTOR or that SUBCONTRACTOR deduct from the employee's regular pay the fees received for jury service.

39.2.2. For purposes of this Paragraph 39 (Compliance with Jury Service Program), "contractor" means a person, partnership, corporation or other entity which has a contract with COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of SUBCONTRACTOR. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by COUNTY, or (b) SUBCONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

39.2.3. If SUBCONTRACTOR is not required to comply with the Jury Service Program when this Agreement commences, SUBCONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and SUBCONTRACTOR shall

immediately notify COUNTY if SUBCONTRACTOR at any time either comes within the Jury Service Program's definition of "contractor" or if SUBCONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, SUBCONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the term of this Agreement and at its sole discretion, that SUBCONTRACTOR demonstrate to COUNTY's satisfaction that SUBCONTRACTOR either continues to remain outside of the Jury Service Program's definition of "contractor" or that SUBCONTRACTOR continues to qualify for an exception to the Jury Service Program.

39.2.4. SUBCONTRACTOR's violation of this Paragraph 39 (Compliance with Jury Service Program) may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement or bar SUBCONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

40. **CONFIDENTIALITY:**

40.1 General: SUBCONTRACTOR shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of SUBCONTRACTOR's performance under this Agreement, in accordance with all applicable federal, state, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. In addition, SUBCONTRACTOR shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security in COUNTY's computer systems, or any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent. SUBCONTRACTOR shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. SUBCONTRACTOR shall provide to COUNTY an executed Subcontractor Employee Acknowledgment, Confidentiality & Assignment Agreement (attached as Exhibit C hereto) for each of its employees performing Work under this Agreement. Notwithstanding anything herein to the contrary, SUBCONTRACTOR acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person to whom SUBCONTRACTOR discloses such confidential information.

40.2 Disclosure of Information:

40.2.1. With respect to any confidential information obtained by SUBCONTRACTOR pursuant to this Agreement, SUBCONTRACTOR

shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (b) promptly transmit to COUNTY all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than COUNTY without COUNTY's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of this Agreement, return all such records and information to COUNTY or maintain such records and information according to the written procedures sent to SUBCONTRACTOR by COUNTY for this purpose.

40.2.2. Without limiting the generality of Subparagraph 40.2.1, in the event SUBCONTRACTOR receives any court or administrative agency order, service of process, or request by any person or entity (other than SUBCONTRACTOR's professionals) for disclosure of any such details, SUBCONTRACTOR shall immediately notify COUNTY's Project Director. Thereafter, SUBCONTRACTOR shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, SUBCONTRACTOR shall delay such compliance and cooperate with COUNTY to obtain relief from such obligations to disclose until COUNTY shall have been given a reasonable opportunity to obtain such relief.

40.2.3. SUBCONTRACTOR may use in its business activities, the ideas, concepts and know how, relating to the scope of this engagement, contained in the COUNTY'S information that is retained in the memories of SUBCONTRACTOR'S employees who have had access to the information.

40.3 Subcontractor Information: Any and all confidential or proprietary information which is developed or was originally acquired by SUBCONTRACTOR outside the scope of this Agreement, which SUBCONTRACTOR desires to use hereunder, and which SUBCONTRACTOR considers to be proprietary or confidential, must be specifically identified by SUBCONTRACTOR to COUNTY's Project Director as proprietary or confidential, and shall be plainly and prominently marked by SUBCONTRACTOR as "proprietary" or "confidential." COUNTY shall undertake reasonably to maintain the confidentiality of materials marked by SUBCONTRACTOR as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under this Agreement for:

40.3.1. Any of SUBCONTRACTOR's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends; or

40.3.2. Any disclosure of any materials which COUNTY is required to make under the California Public Records Act or otherwise by law.

40.4 Injunctive Relief: SUBCONTRACTOR acknowledges that a breach by SUBCONTRACTOR of this Paragraph 40 (Confidentiality) may result in irreparable injury to COUNTY that may not be adequately compensated by monetary damages and that, in addition to COUNTY's other rights under this Agreement and at law and in equity, COUNTY shall have the right to injunctive relief to enforce the provisions of this Paragraph 40 (Confidentiality).

40.5 Non-Confidential Information. Notwithstanding the obligations set forth above, the confidentiality obligations of the parties will not extend to information that:

- a) was in the receiving party's possession before receipt from the disclosing party;
- b) is or becomes publicly known without breach by the receiving party;
- c) is rightfully received by the receiving party from a third party without a duty of confidentiality;
- d) is disclosed by disclosing party to a third party without a duty of confidentiality on the third party;
- e) is independently developed or learned by the receiving party, or
- f) is disclosed by receiving party with the disclosing party's prior written approval.

41. **CONSIDERATION OF GAIN AND GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**: Should SUBCONTRACTOR require additional or replacement personnel after the effective date of this Agreement, SUBCONTRACTOR shall give reasonable consideration for any such employment openings to participants in COUNTY's Department of Public Social Services' greater avenues for independence (GAIN) or general relief opportunity for work (GROW) programs who meet SUBCONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that SUBCONTRACTOR will interview qualified candidates. COUNTY will refer GAIN and GROW participants by job category to SUBCONTRACTOR. In the event that both laid-off employees of COUNTY and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first opportunity.

42. **FEDERAL EARNED INCOME CREDIT**: SUBCONTRACTOR shall notify its employees that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

43. **SUBCONTRACTOR RESPONSIBILITY AND DEBARMENT:**

- 43.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Agreement. It is COUNTY's policy to conduct business only with responsible contractors.
- 43.2 SUBCONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if COUNTY acquires information concerning the performance of SUBCONTRACTOR on this or other contracts which indicates that Contractor is not responsible, COUNTY may, in addition to other remedies provided in this Agreement, debar SUBCONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts SUBCONTRACTOR may have with COUNTY.
- 43.3 COUNTY may debar SUBCONTRACTOR if the Board finds, in its discretion, that SUBCONTRACTOR has done any of the following: (a) violated a term of a contract, including this Agreement, with COUNTY or a nonprofit corporation created by COUNTY, (b) committed an act or omission which negatively reflects on SUBCONTRACTOR's quality, fitness or capacity to perform a contract with COUNTY, any other public entity or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against COUNTY or any other public entity.
- 43.4 If there is evidence that SUBCONTRACTOR may be subject to debarment, the Department will notify SUBCONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise SUBCONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 43.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. SUBCONTRACTOR and/or SUBCONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether SUBCONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. SUBCONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the COUNTY Board of Supervisors.
- 43.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the COUNTY Board of Supervisors. The COUNTY Board of Supervisors shall have the right to modify,

deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

44. **SAFELY SURRENDERED BABY LAW.**

44.1 Notice to Employees. SUBCONTRACTOR shall notify and provide to its employees residing in or working in the state of California a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the internet at www.babysafela.org for printing purposes.

44.2 Subcontractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law. SUBCONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. SUBCONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY subcontractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in prominent position at subcontractor's place of business. COUNTY's Department of Children and Family Services will supply SUBCONTRACTOR with the poster to be used.

45. **ENTIRE AGREEMENT:** The body of this Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between CONTRACTOR and SUBCONTRACTOR which supersedes all previous agreements, written or oral, and all communications relating to the subject matter of this Agreement.

46. **CONSTRUCTION:** Whenever examples are used in this Agreement with the words "including," "for example," "e.g.," "such as," "etc.," or any derivation of such words, such examples are intended to be illustrative and not limiting.

**SUBCONTRACT AGREEMENT TO
COUNTY AGREEMENT NUMBER _____**

IN WITNESS WHEREOF, CONTRACTOR and SUBCONTRACTOR have caused this Agreement to be subscribed by their duly authorized officers on the day, month and year first above written.

CONTRACTOR

SUBCONTRACTOR

LOGICALIS, INC.

[Name of Subcontractor]

By _____
Name:
Title:

By _____
Name:
Title:

**EXHIBIT A to
EXHIBIT L (FORM OF SUBCONTRACT)**

Additional Terms and Conditions

(To be prepared by CONTRACTOR
and SUBCONTRACTOR)

**EXHIBIT B to
EXHIBIT L (FORM OF SUBCONTRACT)**

Statement of Work

(To be prepared by CONTRACTOR
and SUBCONTRACTOR)

**EXHIBIT C to
EXHIBIT L (FORM OF SUBCONTRACT)**

**SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY & ASSIGNMENT AGREEMENT**

PRIME AGREEMENT NAME & NUMBER: _____

SUBCONTRACT AGREEMENT NAME: _____

SUBCONTRACTOR/EMPLOYER NAME: _____

GENERAL INFORMATION:

Your employer referenced above ("**Subcontractor**") has entered into subcontract (as amended from time to time, the "**Subcontract**") with the vendor referenced above ("**Contractor**") in respect of the Prime Agreement referenced above (as amended from time to time, the "**Prime Agreement**") with the County of Los Angeles ("**County**") to provide certain services to County. County requires your signature on this Subcontractor Employee Acknowledgement, Confidentiality & Assignment of Rights.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Subcontractor referenced above is my sole employer for purposes of the above referenced Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of Work under the above referenced Agreement.

I understand and agree that I am not an employee of County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from County by virtue of my performance of Work under the above referenced Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from County pursuant to any agreement between any person or entity and County.

CONFIDENTIALITY AGREEMENT:

You may be involved with Work pertaining to services provided by County and, if so, you may have access to confidential data and information pertaining to persons and/or entities receiving services from County. In addition, you may also have access to proprietary information supplied by other vendors doing business with County. County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal and welfare recipient records. If you are to be involved in County Work, County must ensure that you, too, will protect the confidentiality of such data and information. Consequently, you must sign this Agreement as a condition of your

Work to be provided by your employer for County. Please read this Agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to the above referenced Subcontract relating to the Prime Agreement between Contractor and County. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violation of the Agreement by myself and/or by any other person of which I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Agreement, or termination of my employment with my employer, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS:

As used in this Agreement, "Works" means (i) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during my employment with Subcontractor which relates to the Agreement, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during or after my employment with Subcontractor which are made through the use of any of Subcontractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Subcontractor, and (iii) any part or aspect of any of the foregoing. "Confidential Information" means all information or material disclosed to or known by me as a consequence of my employment with Subcontractor, including third party information or information disclosed by County that Subcontractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Subcontractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Subcontractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Subcontractor as a work made for hire, I irrevocably assign and transfer to Subcontractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Subcontractor all economic rights to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Subcontractor or any successor or transferee of Subcontractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Subcontractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Subcontractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office, or any other entity). If Subcontractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Subcontractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this Agreement is not intended and shall not be interpreted to assign to or vest in Subcontractor any of my rights in any inventions developed entirely on my own time without using Subcontractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Subcontractor's business or the actual or demonstrably anticipated research or development of Subcontractor, or result from any work I performed for Subcontractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

- (a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
 - (1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or

- (2) Result from any work performed by the employee for the employer.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I acknowledge that violation of this Agreement may cause irreparable harm to County, which may not be compensated by monetary damages, and may subject me to civil and/or criminal action and that County may seek all possible legal and equitable redress including, without limitation, injunctive relief.

Signed: _____ Dated: ____/____/____
Printed: _____
Position: _____

EXHIBIT D to
EXHIBIT L (FORM OF SUBCONTRACT)

SUBCONTRACTOR'S EEO CERTIFICATION

Subcontractor's Name _____

Address _____

Internal Revenue Service Employer Identification Number _____

1. GENERAL

In accordance with Paragraph 4.32.010 of the Code of the County of Los Angeles, the above-referenced Subcontractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

SUBCONTRACTOR'S CERTIFICATION

- | | | | |
|----|--|---------------------------------|--------------------------------|
| 1. | Subcontractor has a written policy statement prohibiting discrimination in all phases of employment. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 2. | Subcontractor periodically conducts a self analysis or utilization analysis of its work force. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 3. | Subcontractor has a system for determining if its employment practices are discriminatory against protected groups. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, Subcontractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |

Name and title of signer

Signature

Date

EXHIBIT M

INVOICE DISCREPANCY REPORT

*County of Los Angeles
Sheriff's Department
Logicalis*

LA1 587138

*Server Consolidation Agreement
Exhibit M
Invoice Discrepancy Report*

SERVER CONSOLIDATION PROJECT
INVOICE DISCREPANCY REPORT

1. INVOICE DISCREPANCY to be completed by County Project Director

Today's Date: _____

Contractor: _____

Phone Number: _____

Date of Subject Invoice: _____

Description of Issues with Subject Invoice:

Signed: _____ Date: _____
County Project Manager (CPM)

2. REVIEWED:

Signed: _____ Date: _____
County Project Director (CPD)

3. CONTRACTOR RESPONSE (to be completed by Contractor Project Director)

Date received from CPD: _____

Explanation regarding Issues with Subject Invoice: _____

Corrective Action Taken: _____

Signed: _____ Date: _____
Contractor Project Director

4. COUNTY EVALUATION of Contractor's Response and Action taken.

5. Approved by COUNTY:

_____ Date: _____

_____ Date: _____

6. Contractor Notified on _____ (Date)
INSTRUCTIONS

CPM : Forward IDR to the Contractor for investigation and response.

Contractor: Must respond to CPD in writing within ten (10) days of receipt of IDR.

Copy LASD [Master Contract File]

County of Los Angeles
Sheriff's Department
Logicalis

Server Consolidation Agreement
Exhibit M
Invoice Discrepancy Report

EXHIBIT N

CHANGE ORDER

*County of Los Angeles
Sheriff's Department
Logicalis*

LA1 587235

*Server Consolidation Agreement
Exhibit N
Change Order*

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CHANGE ORDER

PROJECT:

Page 1 of 5

PHASE:

CHANGE CONTROL #

Capitalized terms used in this Change Order without definition have the meanings given to such terms in that certain Agreement No. [] (the "Agreement"), or if not defined therein, in that certain Statement of Work attached as Exhibit B to the Agreement (the "Statement of Work").

REQUESTOR INFORMATION

Request Date:

Return Date:

Requested by:

Organization:

Prepared by:

Change Type – Check one

Requirements

Design

Other

Change Payment Type – Check one (Note that time and materials is only acceptable as a payment option for Consulting & Training Services as set forth in Paragraph 6.3 (Approval: Consulting & Training Services) to the Agreement.)

Fixed Price

Time and Materials

PART 1: CHANGE INFORMATION FROM REQUESTOR

- 1 Proposed Change Summary Description And References:** Describes the change being proposed and clearly identifies whether the change is product-related, organizational, or procedural in nature. Any reference material that will assist the reviewers should be identified and attached. If the proposed change relates to Tasks or Deliverables set forth in the Statement of Work, lists such Tasks and Deliverables.
- 2 Change Required Completion Date:** Provides a completion schedule for the proposed change, including (a) any date by which such change must be completed and an explanation for such completion date, (b) any post-completion acceptance period, and (c) if the proposed change relates to Tasks or Deliverables set forth in the Statement of Work, a revised Task and Deliverable completion schedule under the Statement of Work (i.e., other than the Work requested under the Change Order).

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**CHANGE ORDER****PROJECT:****Page 2 of 5****PHASE:****CHANGE CONTROL #**

- 3 Justification:** Discusses why the change is being proposed and includes (a) a cost benefit analysis of such change and (b) a discussion of how the proposed change is outside of the scope of Work set forth in the Agreement and the Statement of Work. In other words, how will County and Contractor benefit from the change and why County is not entitled to the change under the Agreement and the Statement of Work. By the Contractor Project Director's signature to this Part I, Contractor certifies that the proposed change is outside of the scope of Work set forth in the Agreement and the Statement of Work.
- 4 Impact Of Not Implementing The Proposed Change:** Discusses the adverse impact, if any, on County and Contractor of not implementing the proposed change.
- 5 Staff and Personnel Hours:** Sets forth the level of staff required to complete the proposed change and the number of estimated personnel hours.
- 6 Price and Schedule of Payments for Proposed Change:** Sets forth a fixed price (for fixed price Work changes) or a "not to exceed" price (for Consulting & Training Services changes) for completion and delivery of the proposed change, including personnel hours (calculated using the Hourly Labor Rate or Daily Labor Rate, as applicable). If applicable to the proposed change, the Change Order should also attach a revised Exhibit C (Price and Schedule of Payments).
- 7 Pool Dollars:** Includes (a) the balance of Pool Dollars both before and after giving effect to the proposed change, and (b) the amount of Pool Dollars allocated to such Change Order. Note that the amount of Pool Dollars allocated to such Change Order shall not exceed the fixed price or "not to exceed" price set forth in item 6 above.
- 8 Alternatives:** Lists at least one alternative (more if possible) to the proposed change, and indicates why the proposed change is better. Attaches any supporting documentation that helps to clarify the proposed change.

[If Change Order is requested by Contractor]

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**CHANGE ORDER****PROJECT:****Page 3 of 5****PHASE:****CHANGE CONTROL #**

Signature of Requestor: _____

Contractor Project Director

For each Change Order, when Part I is complete, Contractor Project Director shall submit the Change Order to County Project Manager. At that time, a control number will be assigned so that the Change Order can be tracked to completion. All Change Orders will be reviewed on a regular basis by the County Project Director. As part of Part 2 of the change control process, the County Project Director will complete Part 2 of the template.

PART 2: INITIAL REVIEW OF CHANGE REQUEST

The County Project Director along with County Project Manager will review the initial request and determine whether to proceed, reject, or defer the request. Additionally, the County Project Director and County Project Manager will decide which person or persons at County and Contractor should be reviewing and approving the Change Order in accordance with Paragraph 7 (Change Orders and Amendments) of the Agreement. In moving forward, the request will be assigned to an analyst for an initial impact analysis. If the request does not impact cost, scope, schedule, or quality, the request can be sent for final approval without further analysis.

Initial Review Date: _____

Assigned to: _____

Ok for Final Approval _____ (Bypass impact analysis)

Approve for Impact Analysis _____ Reject _____ Defer Until _____

Reason: _____

PART 3: IMPACT ANALYSIS

(The assigned analyst will make an initial assessment of the cost, schedule, and resources needed to implement the proposed change, based upon the information submitted by Contractor pursuant to Part I of the Change Order and upon any other information available to it. If the requested change is complex, a Cost/Schedule Impact Analysis (CSIA) should be requested. The analyst will indicate this and will estimate the cost, schedule, and resources needed to perform the CSIA. The County Project Director will once again review the requested change and either accept, reject, or defer based on the terms submitted by Contractor in Part I above, or may resubmit the Change Order to Contractor, with any revisions suggested by the assigned analyst's impact analysis.)

1 Baselines Affected:**2 Configuration Items Affected:**

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CHANGE ORDER
PROJECT:

Page 4 of 5

PHASE:

CHANGE CONTROL #

3 Cost / Schedule Impact Analysis Required YES NO

4 Impact on Scope:

5 Impact on Quality:

6 Impact on Cost:

7 Impact on Schedule:

8 Impact on Resources:

9 Impact of Not Implementing Change:

10 Alternatives:

11 Classification HIGH MEDIUM LOW

12 Final Recommendation / Comments:

Reviewer Name:

Reviewer Role:

Final Review Date:

Reviewer Signature: _____ Date:

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CHANGE ORDER

PROJECT:

Page 5 of 5

PHASE:

CHANGE CONTROL #

When the analysis in Part 3 has been completed by the assigned analyst, and the cost, schedule, and resource needs are identified, the Project Manager will submit the Change Order to the persons at County and at Contractor who will be reviewing and, if applicable, approving, such Change Order in accordance with Paragraph 7 (Change Orders and Amendments). The appropriate processes will, with approval of the appropriate persons under Paragraph 7 (Change Orders and Amendments), be followed to update the Agreement.

PART 4: FINAL APPROVAL (The change request can be accepted or rejected at any phase)

County Approver Name: _____

Action: Approve: ☐ Reject: ☐

Comments:

If approved, with written concurrence of:

County CIO Representative: _____

County Counsel Representative: _____

Contractor Approver Signature: _____

Date: _____

On completion of Part 4 of the Change Order in accordance with Paragraph 7 (Change Orders and Amendments) of the Agreement, the following provision will apply to the Change Order:

Ratification of the Agreement. Except as expressly modified by this Change Order, the terms and provisions of the Agreement and related documentation, including Exhibit A (Additional Terms and Conditions) to the Agreement, shall continue in full force and effect and shall control the effect and interpretation of this Change Order, including Paragraph 56 (Governing Law, Jurisdiction, and Venue) of Exhibit A (Additional Terms

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CHANGE ORDER

PROJECT:

Page 6 of 5

PHASE:

CHANGE CONTROL #

and Conditions). All references in the Agreement and related documentation to "the Agreement", "this Agreement", "hereunder", "hereof" or words of like import shall mean and be the Agreement, as expressly modified by this Change Order.

EXHIBIT O

**CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY & ASSIGNMENT OF RIGHTS**

*County of Los Angeles
Sheriff's Department
Logicalis*

LA1 581598

*Server Consolidation Agreement
Exhibit O
Contractor's Employee Acknowledgement,
Confidentiality & Assignment of Rights*

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY & ASSIGNMENT OF RIGHTS**

AGREEMENT NAME & NUMBER: _____

CONTRACTOR/EMPLOYER NAME: _____

GENERAL INFORMATION:

Your employer referenced above has entered into the above referenced agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality & Assignment of Rights (this "Agreement"). This Agreement shall not impact the confidentiality obligations of Contractor pursuant to Paragraph 3 (Confidentiality) of Exhibit A to the above referenced agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above referenced agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of Work under the above referenced agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of Work under the above referenced agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation. I understand and agree that my continued performance of Work under the above referenced agreement is contingent upon my passing, to the satisfaction of County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of County, any such investigation shall result in my immediate release from performance of Work under the above referenced agreement or any future contract with County.

CONFIDENTIALITY AGREEMENT:

You may be involved with Work pertaining to services provided by the County of Los Angeles and, if so, you may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, you may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal and welfare recipient records. If you are to be involved in County Work, the County must ensure that you, too, will protect the confidentiality of such data and

*County of Los Angeles
Sheriff's Department
Logicalis*

1

*Server Consolidation Agreement
Exhibit O
Contractor's Employee Acknowledgement,
Confidentiality & Assignment of Rights*

information. Consequently, you must sign this Agreement as a condition of your Work to be provided by your employer for the County. Please read this Agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to the above referenced agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violation of the Agreement by myself and/or by any other person of which I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Agreement, or termination of my employment with my employer, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS:

As used in this Agreement, "Works" means (a) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the above-referenced agreement, (b) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (c) any part or aspect of any of the foregoing. "Confidential Information" means all information or material disclosed to or known by me as a consequence of my employment with Contractor, including third party information or information disclosed by County that Contractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including, but not limited to, all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including, without limitation, the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

County of Los Angeles
Sheriff's Department
Logicalis

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office, or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on its behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this Agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

(a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or
- (2) Result from any work performed by the employee for the employer.

County of Los Angeles
Sheriff's Department
Logicalis

3

Server Consolidation Agreement
Exhibit O
Contractor's Employee Acknowledgement,
Confidentiality & Assignment of Rights

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I acknowledge that violation of this Agreement may cause irreparable harm to County, which may not be compensated by monetary damages, and may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal and equitable redress, including, without limitation, injunctive relief.

Signed: _____ Date: ____/____/____

Printed: _____

Position: _____

EXHIBIT P

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

*County of Los Angeles
Sheriff's Department
Logicalis*

*Server Consolidation Agreement
Exhibit P
Task/Deliverable
Acceptance Certificate*

LA1 587145

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE
PROJECT:**

Page 1 of 4

**PHASE:
DELIVERABLE #**

PROJECT IDENTIFICATION¹

Contract Number and Date:

Contractor Name:

Date Task/Deliverable Acceptance Certificate Submitted:

Acceptance Date:

Re-Submission: YES NO

If yes list past Submissions:

Date of Past Rejections	Reason for Rejection

DELIVERABLE INFORMATION (If appropriate, information for multiple Deliverables may be included for approval on a single acceptance form.)

Deliverable #	Deliverable Date:
Deliverable Name:	
Deliverable Definition:	
Deliverable Acceptance Criteria:	

Deliverable Definition: A detailed definition of each Deliverable with respect to which the Task/Deliverable Acceptance Certificate is being submitted, as such Deliverable is described in the Statement of Work and the PCD.
Acceptance Criteria: For each Deliverable being presented, list the acceptance criteria which must be met in order to achieve such County's acceptance of such Deliverable, as set forth in the PCD.

¹ Capitalized terms used in this Task/Deliverable Acceptance Certificate have the meanings given to such terms in the agreement identified by Contract Number and Date above (the "Agreement") or, if not defined therein, in Exhibit B (Statement of Work) to the Agreement (the "Statement of Work").

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE
PROJECT:

Page 2 of 4

PHASE:
DELIVERABLE #

CERTIFICATION BY CONTRACTOR:

By its signature below, Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the Tasks and delivery of the Deliverables set forth above, including satisfaction of the acceptance criteria applicable to such Tasks and Deliverables and County's approval of the Work performed in connection with the achievement of such Task. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Exhibit B (Statement of Work). Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit B (Statement of Work), including any additional documentation reasonably requested by County.

Contractor: _____
Contractor Project Director

Date:

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE
PROJECT:

Page 3 of 4

PHASE:
DELIVERABLE #

COUNTY REVIEWER INFORMATION

Reviewer 1

Reviewer Name:

Dept:

Role:

Deliverable Name:

Recommended Action

Approve:

Reject:

Reviewer Comments:

Reviewer Signature: _____ Date:

Reviewer 2

Reviewer Name:

Dept:

Role

Deliverable Name:

Recommended Action

Approve:

Reject:

Reviewer Comments:

Reviewer Signature: _____ Date:

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE
PROJECT:

Page 4 of 4

PHASE:
DELIVERABLE #

COUNTY APPROVER INFORMATION

Approver Name:

Role: County Project Director

Deliverable Name:

Action

Approve:

Reject:

Approver Comments:

Approver Signature: _____ Date:
County Project Director